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FOUNDED IN 1903
R. W. CHURCHILL (1875-1963)
GEORGE O. CHURCHILL (1914-1985)

ROBERT W. CHURCHILL
WILLIAM A. CHURCHILL
JOHN W. QUINN
MARK T. HAMILTON
MARK VAN DONSELAAR
JOHN L. QUINN
LEO J. DELANEY
AMBER L. DESSELLES
MARY LEE BERRESHEIM

305344

September 16, 2022

Via E-filing
Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. St. SW
Washington DC 20423

ENTERED
Office of Proceedings
September 16, 2022
Part of
Public Record

Re: STB Docket No. FD 36619
2nd & Main Response to Petition for Declaratory Order

Dear Chief Brown,

Please find attached for e-filing the 2nd & Main, LLC's Objection to North Chicago's August 31, 2022 Reply to Reply and Sur Reply to the City of North Chicago's Reply in support of its Petition for Declaratory Order.

North Chicago's August 31, 2022 filing raised new issues and, while 2nd & Main objects to it because it is in violation of 49 CFR 1104.13(c), if the Board does accept North Chicago's August 31 filing, then 2nd & Main asks the Board to accept this response.

If there are any questions regarding this e-filing, please contact me at the number or email shown above. At your convenience, please email me a file-stamped copy of this Response.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "John W. Quinn". Below the signature, the name "John W. Quinn" is printed in a small, sans-serif font.

John W. Quinn

JWQ/emh
Enclosure
Cc: Thomas DiCianni
Mary Jean Dolan

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. FD 36619

2ND & MAIN, LLC'S OBJECTION TO NORTH CHICAGO'S AUGUST 31, 2022, REPLY TO
REPLY AND SUR REPLY TO THE CITY OF NORTH CHICAGO'S REPLY IN SUPPORT OF ITS
PETITION FOR DECLARATORY ORDER

OBJECTION TO THE CITY OF NORTH CHICAGO'S REPLY

On June 21, 2022, the City of North Chicago filed a Petition for a
Declaratory Order before the Surface Transportation Board. On August 22, 2022,
2nd & Main filed its reply to that motion entitled 2nd & Main's Response to the
City of North Chicago's Petition for a Declaratory Order.

Thus, as of August 22, 2022, a motion and response had been filed before
the STB. 49 CFR 1104.13(c) provides: "*Reply to Reply*. A reply to a reply is not
permitted." Despite this, on August 31, 2022, North Chicago filed a reply to 2nd
& Main's responsive pleadings in violation of 49 CFR 1104.13(c). The STB should
not consider North Chicago's second filing and asks that it be stricken and not
considered by the Board.

In this new filing North Chicago makes additional arguments regarding
2nd & Main's future use of the Property. If the Board is going to consider North

Chicago's new filing, 2nd & Main seeks leave for the STB to consider the response to North Chicago's additional arguments set forth below.

RESPONSE TO NORTH CHICAGO'S AUGUST 31, 2022, FILING

INTRODUCTION

North Chicago ("the City") claims that 2nd & Main's Response to their Petition raised new issues regarding election of remedies and the Union Pacific Railroad's statutory obligation to provide rail services. The doctrine of election of remedies is hardly new and is not unique to railroad issues. Rather, it has broad application in our legal system. It provides protection to litigants when losing parties attempt to relitigate issues that have already been decided in another forum, precisely what the City is attempting here. In addition, in their original petition, The City's engineer, David Johanson, inexplicably offered a legal opinion as to whether the Union Pacific Railroad is required to provide rail service to 2nd & Main's property ("the Property"). In this new filing, North Chicago makes additional arguments regarding 2nd & Main's future use of the Property. In those arguments they ignore 2nd & Main's plans to use the property for storage of railroad containers and other railroad purposes.

I. THE ELECTION-OF-REMEDIES PRINCIPLE PRECLUDES THE BOARD FROM REVISITING THE STATE COURT'S DETERMINATION THAT THE PROPOSED CONDEMNATION IS FEDERALLY PREEMPTED

By reason of the City's election to have filed its petition for condemnation

in Court rather than at the Board, the election-of-remedies principle precludes the Board from nullifying or otherwise disturbing the State Court's determination that the proposed condemnation is federally preempted. The City has not shown otherwise.

A. The Statute That Provides For Concurrent Jurisdiction Is Applicable Here

The City provided neither legal support nor cogent reasoning for its contention that the statute that provides for concurrent Court and Board jurisdiction does not apply to this action for condemnation of railroad-owned land.

The statute under consideration has been in effect in one form or another for more than 100 years. *See* 49 U.S.C. § 11704(c) and former 49 U.S.C. § 9. As here pertinent, it provides concurrent jurisdiction "to enforce liability against a rail carrier." That provision is surely broad enough to encompass a condemnation action that could have been brought in a court or at the Board. The City acknowledges, as it must, that the statute has been applied in an impressive line of decisions. (Rebuttal at 3).

The statute and its associated principle of election of remedies are properly raised as an affirmative defense against the City in this condemnation action. That is a legally appropriate use of that statute and principle.

("Election of remedies is an affirmative defense," *Election of Remedies, the California Basis*, 19 Hastings Law Journal 1233 (1968)). The advanced age of some of the decisions cited in 2nd & Main's reply simply demonstrates that the statute and associated principle are so firmly settled in jurisdictional jurisprudence that challenges to application of the statute are rare. Those decisions surely are persuasive as is the absence of contrary decisions.

B. The Election-of-Remedies Principle Precludes The Board From Revisiting The Courts' Determinations That The Proposed Condemnation Is Federally Preempted

2nd & Main agrees with North Chicago (Rebuttal at 3-4) that the Board can issue an advisory opinion here in regard to a potential remedy. The Board sometimes opines on legal issues in the course of denying petitions for declaratory orders. Advisory opinions can be helpful in setting forth legal guidelines while avoiding jurisdictional conflict.

The City wrongly argues (rebuttal at 2) that the election-of-remedies principle does not apply because the proposed condemnation is "based on a court referral." The Courts' referral orders do not purport to confer jurisdiction on the Board under the doctrine of primary jurisdiction. There is no fixed formula for applying the doctrine of primary jurisdiction. *United States v. Western Pac. RR Co.*, 352 U.S. 59, 64 (1956). Courts rely on three factors to guide

the decision whether to refer an issue to an administrative agency under the primary jurisdiction doctrine: (1) whether the agency determination lies at the heart of the task assigned to the agency by Congress; (2) whether agency expertise is required to unravel intricate, technical facts; and (3) whether the agency determination would materially aid the court. *See Pejepscot Industrial Park v. Maine Central Railroad Co.*, 215 F.3d 195 (1st Cir. 2000).

There can be no court referral under the primary jurisdiction doctrine in the case at hand because the factors that are essential for such referral were not addressed in this record. Primary jurisdiction is inapplicable in the present case in any event because that doctrine is trumped by the principle of election of remedies. *See ICC v. Baltimore and Annapolis R. Co.*, 398 F.Supp. 454 (D, Md., Balt. Div., 1975) at 468:

... The question of whether the primary jurisdiction doctrine requires a referral in this case need not be decided, however, because this court believed that Alco, by initially seeking damages before the Commission, is no longer entitled to maintain another action for damages in this court" (emphasis added).

The flip side of the election-of-remedies principle applies here: by filing its condemnation action before the Court, the City is no longer entitled to maintain another such action before the Board. *City of Ozark v. Union Pacific R. Co.*, 843 F.3d 1167 (8th Cir. 2016), cited by the City at 4-5, does not bear on the

applicability of the election-of-remedies principle because the rail carrier in that case did not rely on that principle as an affirmative defense. Contrary to the City's implication (rebuttal at 5), the court in that case did not revisit the determination that the City's action was federally preempted.

Directly contrary to the City's main argument (rebuttal at 4), the Court's referral to the Board cannot be stretched to include the Court's determination that the proposed condemnation is federally preempted. The referral instead is composed only of the Board's jurisdiction which is shown to be lacking as a result of the election of remedies principle, and a remedy for intrusion of the watermain on railroad property.

II. ANY UNION PACIFIC STANDARDS FOR THE LOCATION OF THE TRACKS ARE IRRELEVANT

An agreement between the Chicago and Northwestern Railway Company (UP's predecessor) and North Chicago Lumber and Coal Company (2nd & Main's predecessor) shows that the 2nd & Main property has been used for railroad purposes as far back as 1936 (2nd & Main's Supplemental Appendix pages 1-11). There has been no change to the rail line since then. The City provides no documentation from the Union Pacific that it will refuse to provide rail access to the Property. Instead, they rely on the speculations of an engineer who seemingly has no connection to the Union Pacific.

The continued unsupported assertions regarding Union Pacific standards are a red herring because the Union Pacific will not be conducting any rail activities on 2nd & Main's property. Rather, any rail containers will be brought to 2nd & Main's property and dropped off. After that, the record reflects that the railroad operations on 2nd & Main's property will be conducted by Hussey Terminal Railroad Company. The Appellate Court acknowledged as much in its opinion stating that Hussey plans: "....to acquire and operate the rail line, to provide rail service, to perform freight car switching on the property, and to use facilities on the property for freight car loading and unloading." (Decision ¶27) The Hussey lease provides that, Hussey rather than the Union Pacific, will ".... operate its trains, locomotives, cars, and equipment with its crews over the OWNERS [2nd & Main] trackage...." As a result, the standards of the Union Pacific are irrelevant as they will have nothing to do with 2nd & Main's rail operations. (City of North Chicago's Appendix page C0118)

Moreover, the City's postulation relating to a 10-degree maximum of curvature are belied by the actual conditions of railroad tracks in the area. The 2018 Illinois Rail Road Map prepared by the Illinois Department of Transportation shows curvatures well in excess of 10 degrees in both the Waukegan Harbor area (2nd & Main's Supplemental Appendix page207) and the Elgin area (2nd & Main's Supplemental Appendix page 208),

III. NORTH CHICAGO DOES NOT DISPUTE THE OPINIONS OF PETER KOLB AND IGNORES 2ND & MAIN'S PLANNED RAILROAD USE

Part of the City's water line runs under the existing structures on the Property. (2nd & Main's Supplemental Appendix page 12) In their reply, the City does not dispute that where there is a danger of damage from any leakage to a building or other important structure the carrier pipe shall be encased. (See Appendix to 2nd & Main's response – Affidavit of Peter Kolb paragraph 7) Nor do they dispute that a casing pipe should be installed by boring under the existing buildings and afterwards restoring the property to its original condition. (See Appendix to 2nd & Main's response – Affidavit of Peter Kolb paragraph 12)

In the final analysis, David Johanson was hired by the City for one purpose: to try to limit the number of rail lines that could run across the Property. Because of this, Johanson's opinion ignores that 2nd & Main plans to use the property, not only for a rail line, but also as a storage area for shipping containers. (City of North Chicago Appendix page C0102). Per Union Pacific terms and conditions, shipping containers may weigh up to 67,200 pounds. (2nd & Main's Supplemental Appendix page 66) When in storage, containers may be stacked one on top of the other. Standing containers could be placed on the ground or additional tracks¹ constructed along the spur or other areas of the

¹ Union Pacific defines "Rail Yard" as a system of tracks of defined limits, other than main tracks and sidings, for storing and sorting cars and other purposes. See Supplemental Appendix page 202

property to be used as a rail yard. These stacked containers could sit continuously over the water main subjecting it to just as much, or more stress, than when trains pass over it. This makes it imperative that the water line be reinforced in its entirety.

IV. THE RULING IN OZARK

In *Ozark*, the District Court entered summary judgment in favor of the City of Ozark, finding that preemption did not apply. The 8th Circuit reversed this decision and remanded the matter to the District Court stating that “[i]n these circumstances, it would be appropriate for the district court to defer entry of a final judicial determination whether the City’s claims are preempted if the City requests an opportunity to petition the STB for a declaratory order resolving the issue of its exclusive jurisdiction.” *Ozark* at 1173.

The present case is distinguishable from *Ozark* in that the Appellate Court, unlike in *Ozark*, has not reversed the entirety of the Trial Courts decision, finding instead that “the record supports the trial court’s implicit preemption finding.” *The City of North Chicago v. 2nd & Main, LLC*, 2022 IL App (2d) 210454U (Ill. App. 2022) ¶ 52. In the present case, the Appellate Court vacated only “the remedy section of the [Trial] court’s judgement.” *Id.*

In its Reply, the City wrongly states that the “Eighth Circuit in *Ozark*, found that the board should have the opportunity to revisit the trial court’s

finding on preemption,” seemingly suggesting that, as a rule, upon referral the STB could and should revisit the issue of preemption in its entirety in all cases. (Reply, 8) This interpretation ignores the fact that in *Ozark*, the Eighth Circuit reversed the District Court’s finding of summary judgment in its entirety, meaning that there were no standing determinations for the STB to review. It had to consider the issues in their entirety. *Ozark* at 1173 It determined that there were unresolved fact issues concerning whether there was interference.

In the present case, the Appellate Court determined that there was not a fact issue with respect to the issue of interference. Under the heading “B. No Genuine Issue of Material Fact,” the Appellate Court rejected North Chicago’s contention that “there exists a material factual dispute as to whether the condemnation action would unreasonably interfere with railroad transportation.” *North Chicago* ¶ 34-35. The Appellate Court explained, “defendant presented evidence that the existing water main is not constructed to support additional rail lines, and the plaintiff did not rebut this evidence. There is, therefore, no genuine issue of material fact on the question of whether the water main would interfere with defendant’s future operations.” *North Chicago* ¶ 40. These are precisely the issues which North Chicago is trying to relitigate in its petition. These issues are now the law of the case. They are not the issues for which the Appellate Court seeks the further input. The Appellate Opinion

expressly identifies the open issue for consideration stating: “questions about the appropriate construction standards themselves remain at issue.” *North Chicago* ¶ 39.

Given the distinguishing circumstances and the express statements in the Appellate Court opinion, contrary to North Chicago’s contention, this referral does not seek to relitigate the fact issue of unreasonable interference. Instead the STB is asked to provide its input on the sufficient construction standards for the pipe at issue.

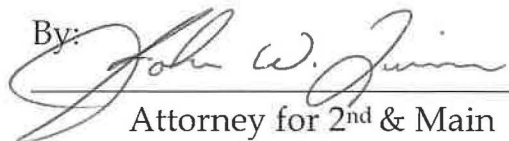
Actually, the Appellate Court set forth its concerns about what could happen in the future stating: “If plaintiff is allowed the easement without conditions, defendant loses certain enforceable property rights over that condemned portion. See, e.g., *Kaskaskia*, 2019 IL App (5th) 180403, ¶ 21 (an easement is a legal interest in the property of another). As far as we can tell, if defendant then wished to construct additional rail lines or spurs, its options would be limited to: (1) not doing so, frustrating its desired operations as a railroad; (2) proceeding without regard to the existing water main, potentially crushing it and risking legal exposure (if, in light of the water main, it were even able to obtain the necessary plans, permits, etc., to construct); or (3) absorbing the costs of yet more litigation to obtain a court order requiring plaintiff, now the easement owner, to dig up and reinforce its water main.” (Decision ¶ 33)

2nd & Main had every right to seek the removal of the offending water line. However, North Chicago's interest to have a water line across the property would be compatible with 2nd & Main's interest if the water line was encased. In fact, it would be in both party's best interest if the water line was encased because it would prevent possible damage to the line in the future and a possible interruption in the water service to the citizens of North Chicago.

RELIEF REQUESTED

2nd & Main requests that the Board require that either: 1) North Chicago be required to remove the existing water line and install a new water line all the way across the 2nd & Main property (approximately 435 feet) pursuant to AREMA Guidelines, including a casing pipe which should be installed by boring under the existing buildings and afterwards restoring the property to its original condition. (See Appendix to 2nd & Main's response – Affidavit of Peter Kolb paragraph 12) or 2) North Chicago should be required to remove and relocate its water line restoring the property to its original condition.

Respectfully submitted,

By: 
Attorney for 2nd & Main

John W. Quinn
CHURCHILL, QUINN, HAMILTON & VAN DONESLAAR LTD.
2 S. Whitney St., Grayslake, IL 60030
(847)223-1500
Attorney No. 2270706
jquinn@grayslakelaw.com

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. FD 36619

2ND & MAIN, LLC'S RESPONSE TO THE CITY OF NORTH CHICAGO'S
PETITION FOR DECLARATORY ORDER

SUPPLEMENTAL APPENDIX

1. 1936 North Chicago Lumber & Coal Agreement.	1-11
2. Survey showing water line under existing structures.	12
3. Union Pacific Master Intermodal Transportation Agreement	13-175
4. Union Pacific Guidelines for Temporary Storage.	176-206
5. Waukegan Harbor Railroad Map	207
6. Elgin Railroad Map	208

9999 02243006954

REMS COVERSHEET

Audit Number: NWX9195
Agreement Effective Date:
Date of Agreement: 04/20/1936
Party Name: NORTH CHICAGO LUMBER & COAL CO.
Location: NORTH CHICAGO, IL
CIRC7 From: CY033
Milepost From: 0.0000
Box Number: 2243
Batch Number: 02

FILE WITH CONTRACT

BOOK 42 PAGE 62
BILLS

No. 403

WX 9195

C. & N.W. Ry. Co.

North Chicago Lumber & Coal Company

April 20, 1936

Terminable on
30 days written notice.

Use of portion of Industry track as Lead Track and
maintenance thereof, at North Chicago, Ill.

Industry hereby grants to Ry. Co. right to use track as a
lead track.

Ry. Co. to perform all work of maintenance and repairs and
Industry to pay one-half of the cost thereof.

The Industry to bear the entire cost and expense of
maintaining hopper or other facilities of, or used by,
Industry under the track.

Record & File
with 42-62

Notations made

78-186

FILE WITH CONTRACT

BOOK 42 PAGE 62

C. & N. W. Ry. Co.

North Chicago Lbr. & Coal Company.

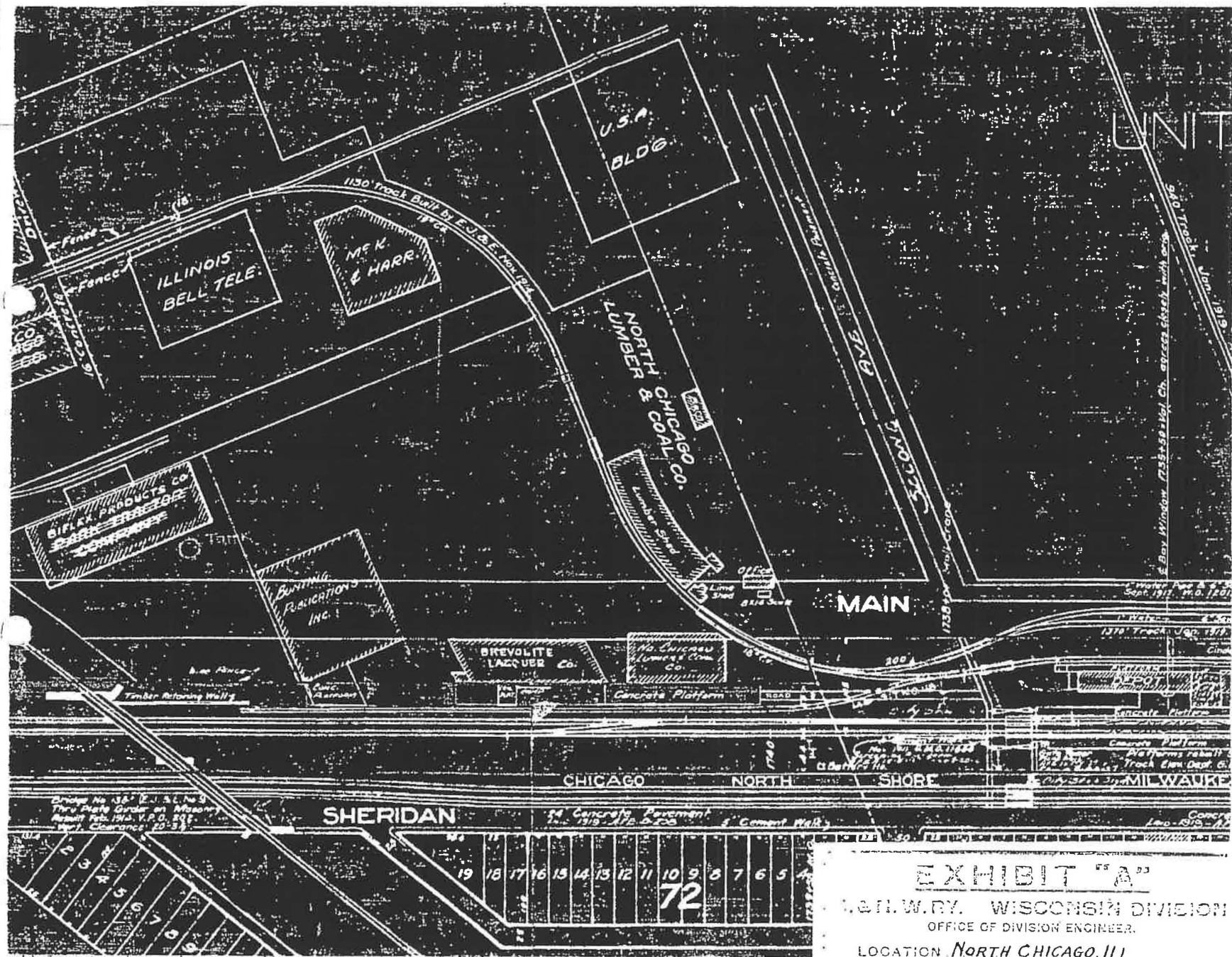
June 19, 1915.

For making certain track changes, at North
Chicago, Illinois.

Second party shall deposit \$159.00 the estimated
net cash expenditure of constructing said track. If the
actual cost shall exceed the deposit, second party shall
pay the excess, but if it be less first party shall
refund the difference.

10% to be added to labor items and 15% to material
items, to ascertain the net cash expenditure.

Second party to perform the necessary grading.



Agreement, between CHICAGO AND NORTH WESTERN RAILWAY COMPANY. - - -

first party, and - - - - - NORTH CHICAGO LUMBER AND COAL COMPANY - - - - -
second party.

WHEREAS, second party desires first party to ~~xxxxxxxxxxxxxxxxxxxx~~ make certain track changes at NORTH CHICAGO, ILLINOIS -

substantially as indicated by the line **S - - - - -**, colored **- - YELLOW - - -**, between the points covered by the letters **- - - "A-B-C-D-E" - - -**, upon plat dated **..... MAY 28th, 1915,**, hereto attached and made a part hereof, for the purpose of establishing a track connection with the railroad of the first party, first party agrees to construct said track upon the terms and conditions following:

First: Second party shall first procure and furnish at its own expense all necessary right of way including all necessary public authority for the construction, maintenance and operation of said track, and convey the same to first party.

SECOND: Second party shall before any construction work is begun, deposit with the first party the sum of ONE HUNDRED AND FIFTY-NINE AND 40/100 (\$159.00) Dollars, the estimated NET CASH EXPENDITURE OF constructing said track. If the actual cost shall exceed said estimate, second party shall pay the difference; and if said actual cost shall be less than the amount deposited, first party shall refund the difference. In computing the construction cost of said track, 10% shall be added to the total labor items and 15% to the total material items to cover elements of expense not capable of exact ascertainment.

THIRD: Second party shall pay all compensation lawfully required at any time by any municipality, corporation or person for the privilege of maintaining and operating said track.

FOURTH: Second party shall indemnify and save harmless first party from all liability growing out of the construction, maintenance and operation of said track excepting liability for personal injuries.

Fifth: When constructed, said track shall be the property of first party and first party reserves the right to take up and remove the same whenever second party shall cease to use said track for the purpose for which it was constructed.

SIXTH: Second party shall not assign this contract or any interest therein, and for any departure in this respect first party may terminate this contract.

SEVENTH: Second party further agrees to perform the necessary grading. - - -

Dated JUNE 19th, 1952.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY.

By [Signature] President

North Chicago, June 9th 1880
By Wm. J. [unclear]
President

Approved _____

 Vice-President,
 Operation and Maintenance.

THIS AGREEMENT, made and entered into this 20th day of April, 1936, by and between the NORTH CHICAGO LUMBER & COAL COMPANY, hereinafter called the "Grantor" and CHARLES P. MEGAN, Trustee of the property of Chicago and North Western Railway Company, hereinafter called the "Grantee",

WITNESSETH:

WHEREAS, the Grantee desires to use track located on the premises of the Grantor at North Chicago, Illinois, in approximately the position shown by parallel yellow lines on blue-print map dated November 22, 1935, hereto attached, marked "Exhibit A" and made a part hereof, as a lead track on which it operates its engines, cars and trains to reach and render service on trackage connected therewith, and the grantor is willing to permit such use under the terms and conditions herein contained;

NOW THEREFORE, in consideration of the premises it is agreed as follows:

1. The Grantee shall have the right to use said track as a lead track over which to operate its engines, cars and trains to reach and render service on trackage connected therewith so long as the agreement shall remain in force and effect.

2. Said track shall be maintained in accordance with the standards and requirements of the Grantee and each party shall bear and pay half the cost and expense thereof. The Grantee shall make all repairs to said track as in his judgment may be necessary and the Grantor shall pay to the Grantee half the cost and expense thereof promptly upon receipt of bill therefor. Hopper or other facilities of, or used by the Grantor in or under said track shall be maintained in a manner satisfactory to the Grantee at the sole cost and expense of the Grantor.

3. The Grantor shall not place or permit to be placed, or to remain, any equipment, material, structure or obstruction whatsoever, within 8.5 feet of the center of said track or within ~~within~~ 25 feet vertically from the top of the rail of said track except as now exist.

4. Either party may terminate this agreement at any time by giving to the other not less than thirty days notice in writing and upon expiration of the term specified in any such notice this agreement shall be terminated.

5. This instrument is executed by, and shall be binding upon, Charles P. Megan, not as an individual, but solely as Trustee of the property of Chicago and North Western Railway Company under authority of the Court in certain proceedings under Section 77 of the Bankruptcy Act in the District Court of the United States for the Northern District of Illinois, Eastern Division, entitled "In the Matter of Chicago and North Western Railway Company, Debtor" Docket No. 60448.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year hereinabove stated.

CHARLES P. MEGAN, Trustee of the Property
of Chicago and North Western Railway Company

By And W. Layton
President

NORTH CHICAGO LUMBER & COAL COMPANY

ATTEST:

By Earl W. Sachman
Secretary

X
Secretary

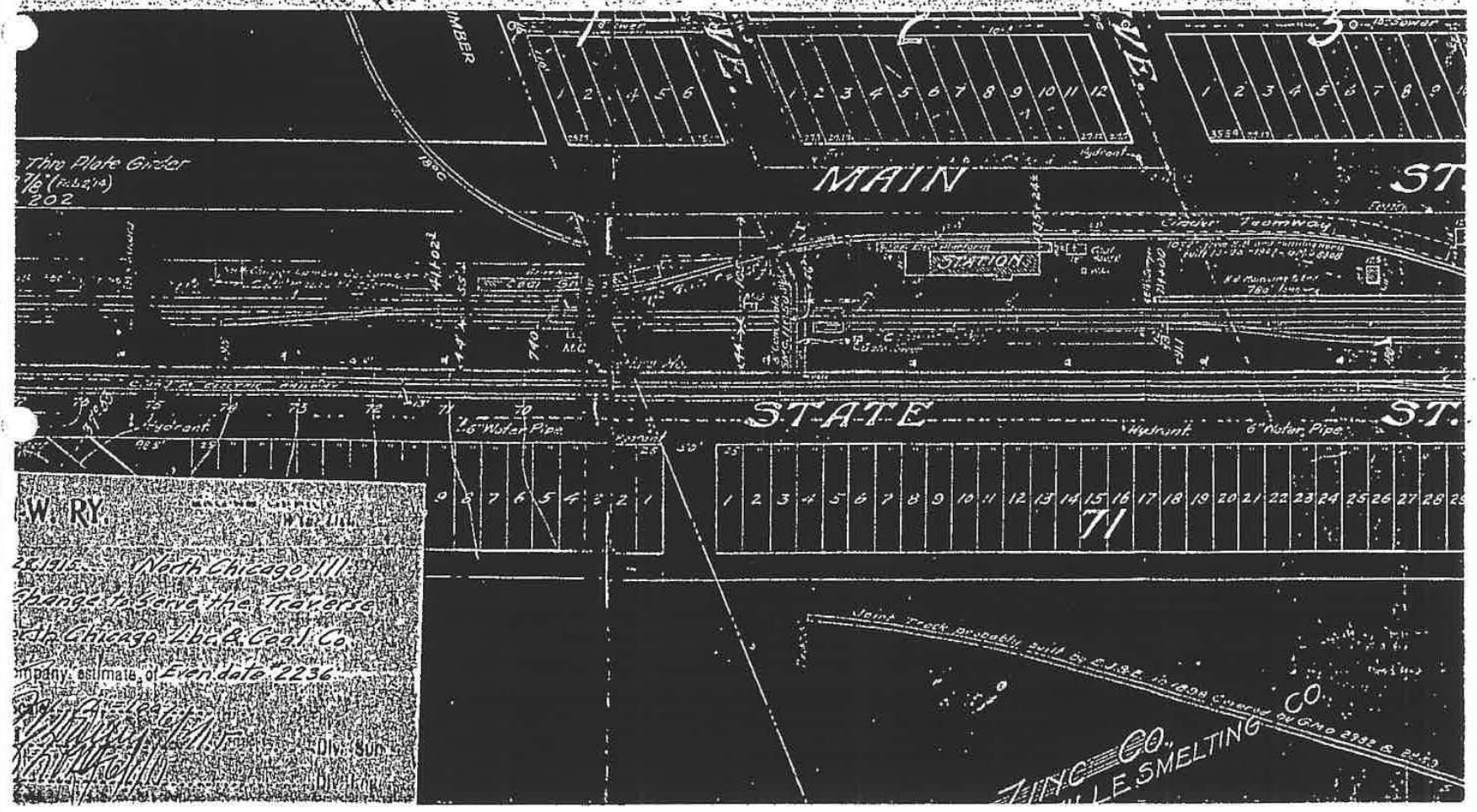
Subscribed and sworn to before me
by Earl W. Sachman this 14th day
of April, 1936.

Adolph Staranowicz, Jr.
Notary Public.

Approved as to form

H. A. Dayton
ATTORNEY

Placed in Envelope
Rear of Batch

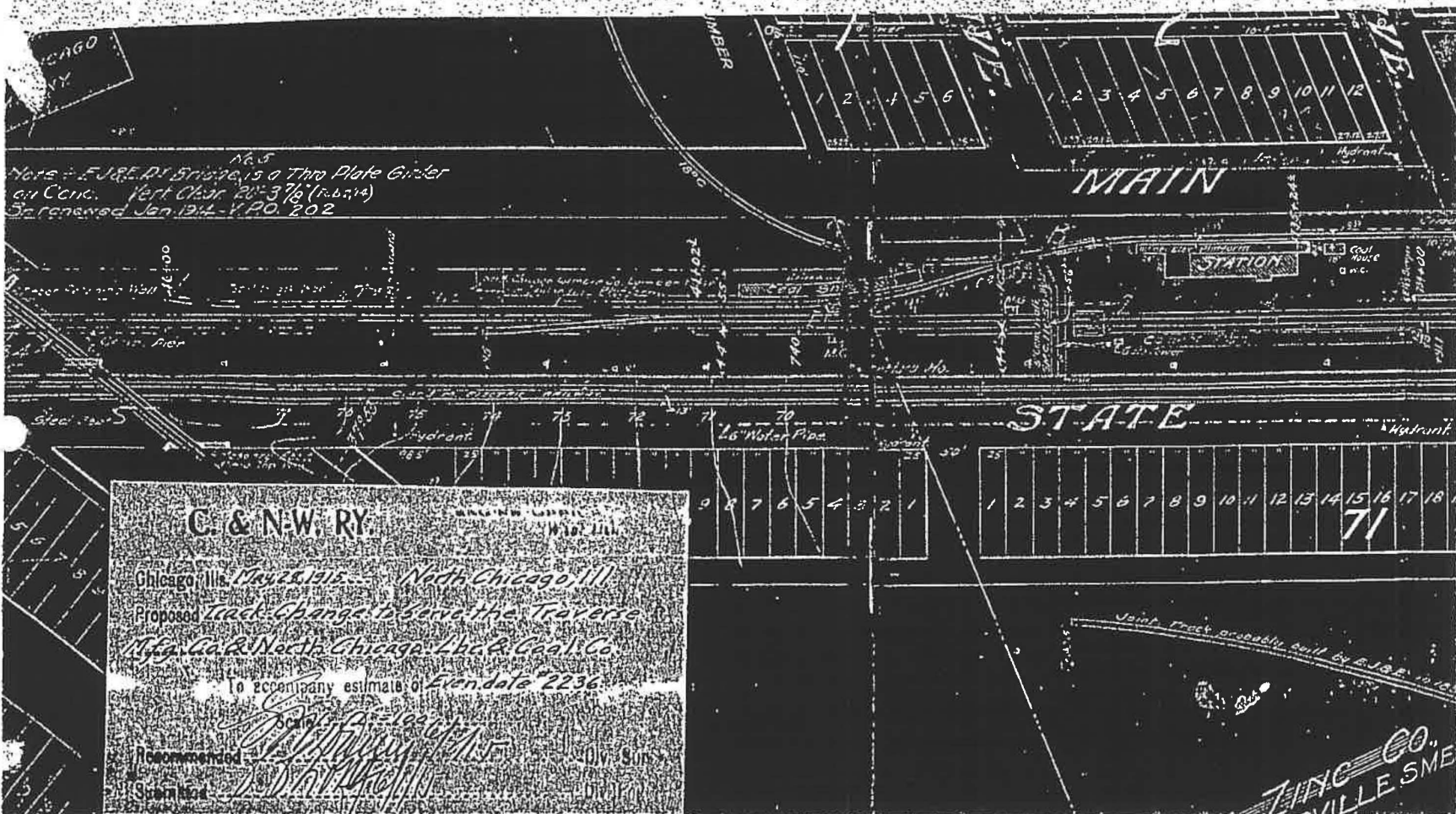


Thru Plate Order
7/6 (7-5274)
202

W. RY.
North Chicago, Ill.
Change in Service the Traverse
St. Chicago Lumber & Coal Co.
Company estimate of Even date 2236
Div. Sun

Joint track probably built by C. J. & E. in 1898
T. H. C. CO.
LE SMELTING CO.
CHGO 2832 & 2840

Original Stored in Envelope
At Rear of Batch



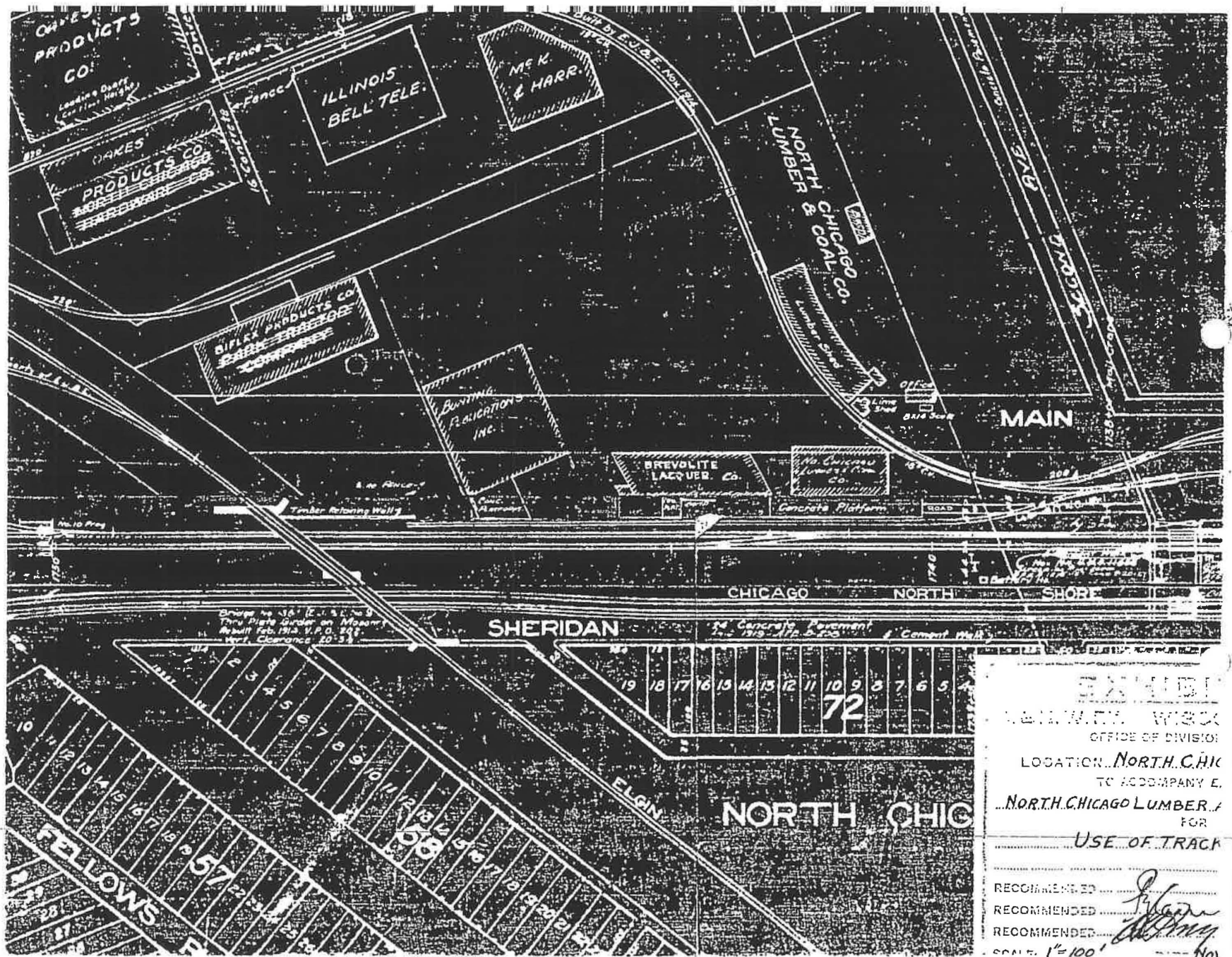
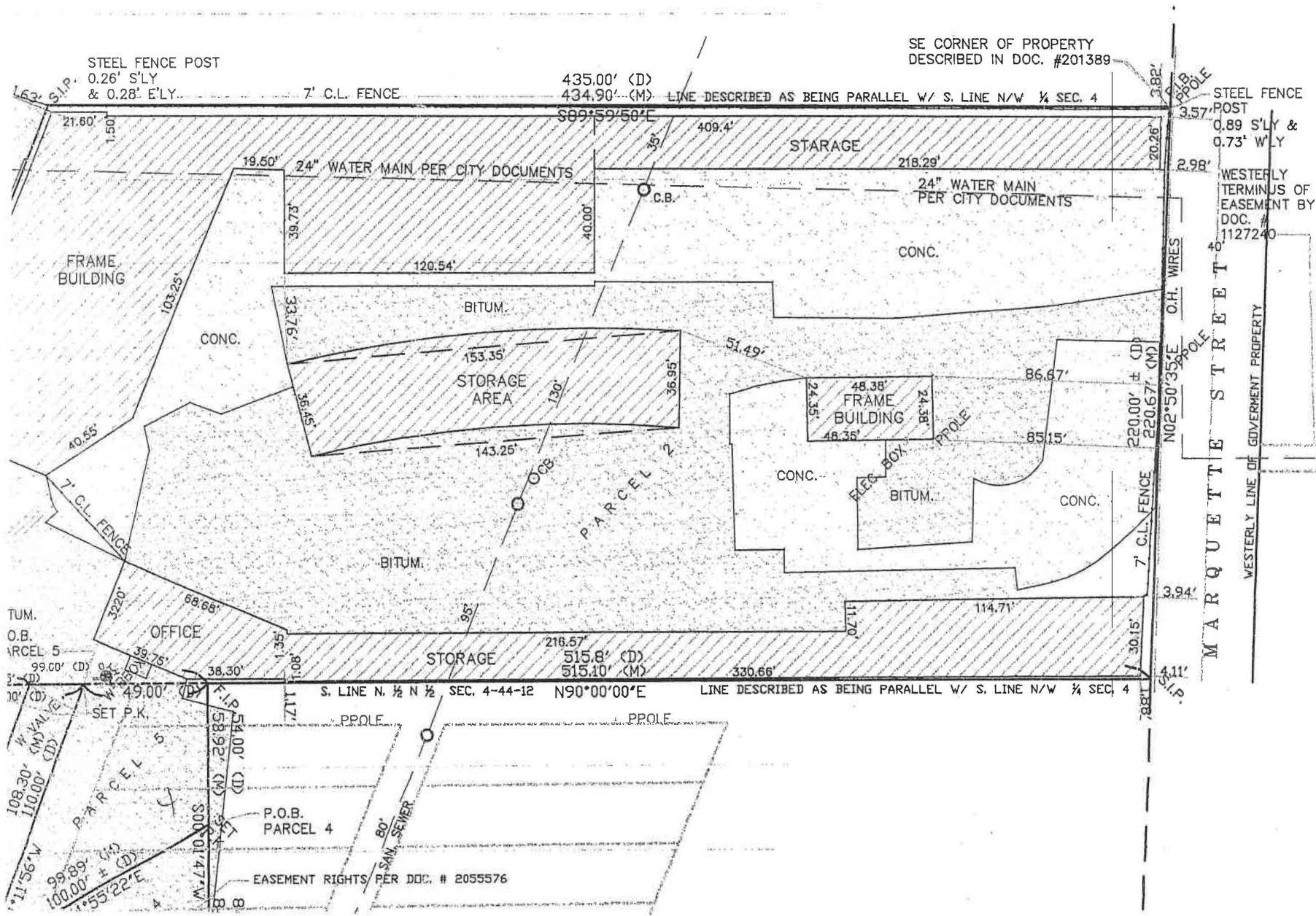


EXHIBIT
 NORTH CHIC
 OFFICE OF DIVISION
 LOCATION: NORTH CHIC
 TO ACCOMPANY E.
 NORTH CHICAGO LUMBER &
 FOR
 USE OF TRACK
 RECOMMENDED
 RECOMMENDED
 RECOMMENDED
 SCALE: 1"=100'

TITLE SURVEY





Master Intermodal Transportation Agreement (MITA)

Union Pacific Exempt Circular MITA 2-A

(Cancels MITA 2)

Governing Rules Circular

(Revision 1)

Terms/Conditions for Transportation of Intermodal Shipments

THE TERMS AND PROVISIONS OF THIS MASTER INTERMODAL
TRANSPORTATION AGREEMENT ARE SUBJECT TO CHANGE
WITHOUT NOTICE.

Issued By:

E. A. HUNTER - MANAGER PRICING SERVICES
B. A. ROMMEL - MANAGER PRICING SERVICES

Union Pacific Railroad Company
1400 Douglas Street Omaha, NE 68179

Issued: March 26, 2008
Effective: April 1, 2008

MITA 2-A



MITA 2-A

Item Number	Item/Rule Description	Version	Effective Date	Expiration Date
2	INDEX	C	11/15/2014	12/31/2100
110	GENERAL RULES	A	01/23/2008	12/31/2100
120	LEGAL RIGHTS AND OBLIGATIONS		03/01/2006	12/31/2100
130	CHOICE OF LAW	A	01/01/2014	12/31/2100
131	SPECIAL HANDLING REQUESTS		02/01/2016	12/31/2100
210	CREDIT AND PAYMENT OF CHARGES	B	11/15/2014	12/31/2100
220	SUIT TO COLLECT CHARGES		03/01/2006	12/31/2100
230	SHIPPING INSTRUCTIONS	E	11/15/2014	12/31/2100
240	CHANGES & CANCELLATIONS TO SHIPPING INSTRUCTIONS	B	05/16/2013	12/31/2100
250	SHIPMENTS REQUIRING SPECIAL PERMITS ETC		03/01/2006	12/31/2100
260	USE OF UPRR'S U.S. CUSTOMS BOND	A	11/15/2014	12/31/2100
270	UP/CSXI SERVICE AGREEMENT		01/08/2010	12/31/2100
310	CARGO LOSS & DAMAGE PROVISIONS	G	11/15/2014	12/31/2100
320	CARMACK LIABILITY	B	11/15/2014	12/31/2100
330	FREIGHT LOSS & DAMAGE LAWSUITS	B	11/15/2014	12/31/2100
340	EQUIPMENT SEALS	B	01/13/2011	12/31/2100
345	SEAL AGREEMENT	F	11/15/2014	12/31/2100
410	EQUIPMENT INTERCHANGE AGREEMENT		03/01/2006	12/31/2100
420	AVAILABILITY OF INTERMODAL UNITS OR CHASSIS		03/01/2006	12/31/2100
430	INTERMODAL UNIT SPECIFICATIONS		03/01/2006	12/31/2100
440	OVER-DIMENSIONAL SHIPMENTS	F	08/01/2010	12/31/2100
450	EMP OR UMAX EQUIPMENT	B	09/12/2018	12/31/2100
460	PRIVATE INTERMODAL CONTAINERS	B	11/15/2014	12/31/2100
461	PRIVATELY OWNED TRAILERS		03/01/2012	12/31/2100
470	INTERMODAL TANK CONTAINER SHIPMENTS	B	06/17/2009	12/31/2100
510	GENERAL LOADING REQUIREMENTS	K	05/01/2018	12/31/2100
520	PROHIBITED & RESTRICTED ARTICLES	AB	05/01/2018	12/31/2100
530	HAZARDOUS MATERIAL SHIPMENTS	C	01/01/2018	12/31/2100
535	SHIPMENT OF EXPLOSIVES		04/01/2009	12/31/2100
540	METAL PRODUCTS SHIPPED IN INTERMODAL UNITS	E	11/15/2014	12/31/2100
545	ON-DOCK SERVICES	A	03/01/2017	12/31/2100

Issued: March 26, 2008
Effective: April 1, 2008

MITA 2-A

Item Number	Item/Rule Description	Version	Effective Date	Expiration Date
550	REFRIGERATED AND/OR FROZEN SHIPMENTS	F	11/15/2014	12/31/2100
555	TEMPERATURE CONTROLLED, REFRIGERATED AND/OR FROZEN SHIPMENTS	B	05/17/2012	12/31/2100
560	RETURN MOVEMENT OF PALLETS	B	11/15/2014	12/31/2100
610	SHIPMENTS FOR EXPORT TO MEXICO	C	11/15/2014	12/31/2100
620	CARGO LOSS & DAMAGE - FROM OR TO MEXICO	A	11/15/2014	12/31/2100
630	INTERCHANGE WITH MEXICAN CARRIERS	A	01/01/2016	12/31/2100
710	NON-ALTERNATION OF RATES		03/01/2006	12/31/2100
720	COMBINATION RATE CHARGE	B	09/12/2018	12/31/2100
730	INTERMEDIATE STATIONS		03/01/2006	12/31/2100
740	INTERMODAL SERVICE CODES	B	08/10/2016	12/31/2100
750	INTERMODAL SERVICE MATRIX	A	10/23/2006	12/31/2100
760	APPLICATION OF RATES & SERVICE		03/01/2006	12/31/2100
770	DEFINITION DOMESTIC/INTERNATIONAL	A	11/15/2014	12/31/2100
780	FUEL SURCHARGE	A	11/15/2014	12/31/2100
785	FUEL SURCHARGE - WEEKLY ADJUSTMENT	B	11/15/2014	12/31/2100
790	FUEL SURCHARGE ROUNDING INSTRUCTIONS		03/01/2006	12/31/2100
791	HAZARDOUS MATERIAL SURCHARGE	C	03/15/2011	12/31/2100
793	FACILITY CHARGE, ACCESS FEES, ETC		03/01/2006	12/31/2100
794	ALAMEDA CORRIDOR USE FEE	T	01/01/2018	12/31/2100
795	RULE 11 SHIPMENTS	A	08/24/2018	12/31/2100
796	SHIPMENT BALANCE SURCHARGE	B	11/10/2015	12/31/2100
797	WOOD PACKAGING MATERIALS		04/20/2011	12/31/2100
798	GOVERNMENTAL AGENCY FINES OR PENALTIES FOR SHIPMENTS MOVING FROM OR TO MEXICO		04/20/2011	12/31/2100
799	ICTF GATE FEE	A	05/20/2017	12/31/2100
810	STORAGE FREE TIME AND CHARGES	AD	04/09/2018	12/31/2100
811	INTERNATIONAL INTERMODAL STORAGE FREE TIME & CHARGES	E	04/09/2018	12/31/2100
815	STORAGE AT INTERMODAL TERMINALS IN MEXICO	C	06/21/2017	12/31/2100
820	FLIP CHARGES	O	10/01/2018	12/31/2100
840	PAYMENT OF STORAGE & FLIPS	E	11/15/2014	12/31/2100
850	U S CUSTOMS INSPECTIONS - MEXICO BORDER CROSSINGS	B	07/10/2014	12/31/2100
1000	1000APPENDIX A - DEFINITIONS	I	09/12/2018	12/31/2100

Issued: March 26, 2008
Effective: April 1, 2008

MITA 2-A



MITA 2-A

Item: 2-C
INDEX

INDEX

[c]

Item 002 - Index

Section 1: GENERAL RULES AND POLICIES

Item 110 - General Rules

Item 120 - Legal Rights and Obligations

Item 130 - Choice of Law

Section 2: PAYMENT AND SHIPPING INSTRUCTIONS

Item 210 - Credit and Payment of Charges

- A. Pre-Paid Shipments
- B. Collect Shipments
- C. Credit Application
- D. Cash Customers
- E. Credit Terms
- F. Payment of Charges
- G. Finance Charge
- H. Offset Prohibited
- I. Claims for Overpayment of Freight Charges
- J. Revocation of Credit

Item 220 - Suit to Collect Charges

Item 230 - Shipping Instructions

- A. Transmission of Shipping Instructions
- B. Shipping Instruction Elements
 - (a) Equipment Information
 - (b) Movement Information
 - (c) International Shipment Information
 - (d) Interline / Rule 11 Shipments
 - (e) Pricing Information
 - (f) Commodity Information
 - (g) Hazardous Material Information
 - (h) Shipments to or from Mexico or Canada
 - (i) LTL Shipments to or from Mexico or Canada
- C. Inaccurate Shipping Instructions
- D. Effect of Acknowledgment
- E. Shipment Acceptance at Origin
- F. Unauthorized In-Gate of Shipments
- G. Gate Reservations

Item 240 - Changes and Cancellations to Shipping Instructions

- A. Cancellations
- B. Corrections

Item 250 - Shipments Requiring Special Permits, Bonds and Escorts

Item 260 - Use of UPRR's U.S. Customs Bond

Item 270 - UP/CSXI Agreement

Section 3: CLAIMS

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 3
Item: 2-C
Continued on next page

- Item 310 - Cargo Loss and Damage Provisions
 - A. General Application
 - B. Blocking, Bracing, and Cleaning Requirements:
 - C. Liability Provisions
 - D. Loss or Damage Verification and Disposition Provisions
 - E. Process to File a Claim
 - F. Placement of Seal
- Item 320 - Carmack Liability
- Item 330 - Freight Loss and Damage Lawsuits
- Item 340 - Equipment Seals
- Item 345 - Seal Agreement

Section 4: EQUIPMENT

- Item 410 - Equipment Interchange Agreement
- Item 420 - Availability of Equipment
- Item 430 - Intermodal Unit Specifications
- Item 440 - Over-Dimensional Shipments
- Item 450 - EMP Equipment
- Item 460 - Private Intermodal Equipment
 - A. Specifications and Standards
 - B. Equipment Use Charges
 - C. Private Container Chassis Requirements
 - D. Shipper Liability
 - E. Indemnification
 - F. Loss, Theft or Destruction of Private Equipment
- Item 461 - Privately Owned Trailers
- Item 470 - Intermodal Tank Container Shipments

Section 5: LOADING REQUIREMENTS

- Item 510 - General Loading Requirements
- Item 520 - Prohibited, and Restricted Articles
 - A. Prohibited Articles
 - B. Restricted Articles
- Item 530 - Hazardous Material Shipments
- Item 535 - Shipment of Explosives
- Item 540 - Metal Products Shipped in Intermodal Units
 - A. General Blocking and Bracing Requirements
 - B. Rate Authority
 - C. Required Signed Agreement
- Item 550 - Refrigerated and Frozen Shipments
- Item 555 - Temperature Controlled, Refrigerated and/or Frozen Shipments
- Item 560 - Provisions Governing Return Movement of Pallets

Section 6: MEXICO

- Item 610 - Intermodal Shipments for Export to Mexico
 - A. Billing Instructions
 - B. Diversions or Reconsignments for Shipments destined to Mexico
 - C. Diversions or Reconsignments - Northbound PASSPORT Shipments
 - D. Storage Charges
- Item 620 - Cargo Loss and Damage Provisions for Shipments moving from or to Mexico
 - A. General Application
 - B. Liability Provisions
- Item 630 - Interchange of Intermodal Shipments with Mexican Carriers

Section 7: RATE AND SURCHARGE APPLICATIONS

- Item 710 - Non-Alternation of Rates
- Item 720 - Combination Rates
- Item 730 - Intermediate Stations
- Item 740 - Intermodal Service Codes
 - A. ISC Rates

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 2 of 3
Item: 2-C
Continued on next page

- B. Door to Door
- C. Door to Ramp or Ramp to Door
- D. Ramp to Ramp
- Item 750 - Intermodal Service Matrix760 - Application of Rates and Service for Intermodal Shipments
- Item 760 - Application of Rates & Services
- Item 770 - Definition of Domestic and International Shipments
 - A. Specific to Domestic Shipments
 - B. Specific to International Shipments
- Item 780 - Fuel Surcharge
- Item 785 - Fuel Surcharge - Weekly Adjustment
- Item 790 - Fuel Surcharge Rounding Instructions
- Item 791 - Hazardous Material Surcharge
- Item 793 - Facility Charge, Access Fees, Etc.
- Item 794 - Alameda Corridor User Fee
- Item 795 - Rule 11 Shipments
- Item 796 - Shipment Balance Surcharge
- Item 797 - Wood Packaging Materials
- Item 798 - Governmental Agency Fines or Penalties for Shipments Moving From or To Mexico
- Item 799 - ICTF Gate Fee

Section 8: STORAGE AND FLIP CHARGES

- Item 810 - Storage Charges and Free Time
 - A. Notification
 - B. Free Time
 - C. Storage Charges
- Item 815 - Storage in Monterrey Mexico
- Item 820 - Flip Charges
- Item 840 - Payment of Storage and Flip Charges
 - A. General Payment Terms
 - B. Payment Terms of Storage Charges
 - C. Specific Payment Terms of Flip Charges
- Item 850 - U S Customs Inspections - Laredo

Appendix A

- Item 1000 - Definitions



MITA 2-A

Item: 110-A
GENERAL RULES

GENERAL RULES

- A. Definitions for any capitalized terms used in this Master Intermodal Transportation Agreement (MITA) are set forth in Appendix A hereto. Additional Intermodal Shipment definitions can be found at:
<http://www.uprr.com/customers/intermodal/integlos.shtml>
- B. The terms and conditions contained in this document apply to all Intermodal Units tendered to UPRR for transportation over its lines
- C. Where any reference is made in individual Intermodal documents, which shall include but is not limited to bills of lading, waybills, transportation agreements, tariffs, circulars, contracts, letter quotes or special commodity quotes (SCQ's) to UP Exempt Circular 20 (UP 20), Master Intermodal Transportation Agreement (MITA), or Southern Pacific Lines Intermodal Circular 1000 (SP 1000), then effective with the effective date of this circular, it will be understood to mean the Union Pacific Railroad Company's (UPRR) Master Intermodal Transportation Agreement (MITA) UP Exempt Circular MITA 2-series.
- D. This MITA and any agreements, price documents or contracts that reference this MITA have been made under 49 U.S.C. Section 10709 whereby UPRR or any rail carrier party to any agreement, price document or contract referencing this MITA will provide the Beneficial Owner, Shipper or Customer, with rail transportation and other services outlined herein in exchange for the applicable prices and any charges. This MITA may not be modified by any notations made on shipping documents. Any changes to this MITA must be approved in writing prior to the issuance of any shipping document.
- E. Except as otherwise specifically provided, this MITA sets forth the terms and conditions under which UPRR, or any rail carrier party to an agreement that is subject to this MITA will provide transportation services for a Shipper. The provisions of this MITA shall be incorporated in a contract of carriage (shipping document) provided by Shipper or Shipper's Agent for any transportation, and shall also be incorporated in all certificates, receipts, and other documents described within this MITA.
- F. When referring to the term "Master Intermodal Transportation Agreement" or "MITA," it will also incorporate rate circulars and other exempt quotations.
- G. The terms and provisions of any agreement or document making reference to this MITA is intended for the sole benefit of the parties to the respective agreement or document. Nothing is intended or may be construed to give any third party any legal or equitable right, remedy or claim under that agreement.
- H. If any part, term, item, or provision of this MITA is held by the courts or by any agency having jurisdiction over this Transportation Agreement or the Shipper or carriers, to be unenforceable, illegal, against public policy, or in conflict with any federal, state, or local laws, such part, term, item, or provisions shall be considered severable from the rest of the MITA.
- I. This MITA along with the terms and conditions contained in respective agreements, contracts, or documents referencing this MITA as well as the terms and conditions of the UIIA and the UIIA Addendum, ocean or rail carrier's Bills of Lading, and any applicable laws, or regulations shall constitute the entire contract for transportation between the parties.
- J. Any notation made upon any shipping document, Bill of Lading or receipt which is in any way inconsistent with the terms of this contract, or which purports to enlarge, modify or change it, shall be considered as a notation made for

Issued: January 22, 2008
Effective: January 23, 2008

MITA 2-A

Page: 1 of 2
Item: 110-A
Continued on next page

the private benefit and information of the Shipper, receiver, or their Agents and shall not be a part of any contract arising from this offer. Restrictions on rail transportation made on a shipping document shall be void. In order to obtain special rail handling contact your UPRR Marketing & Sales Business Representative.

- K. Any variation whatsoever from this MITA can only be accomplished through a document signed by a duly authorized manager of UPRR.
- L. Rates, provisions and UPRR transit times are subject to change without notice.
- M. Each Shipment shall be tendered with a proper electronic Bill of Lading or by a proper shipping document. Regardless of billing method, all Shipments are subject to this MITA.
- N. Specific provisions in this MITA take precedence over general ones.
- O. [c] Shipper agrees to notify any and all other parties involved in this transaction of all the provisions, restrictions, and limitations contained in this MITA. In the event Shipper fails to perform the obligations of this section, Shipper agrees to defend and indemnify UPRR for any and all costs associated with Claims or lawsuits alleging a lack of knowledge of the terms and conditions of the provisions of this MITA. Shipper specifically agrees to notify the origin loader, Waybill Shippers, Brokers, Freight Forwarders, Beneficial Owners, Receivers, insurers, and draymen of the terms and conditions of this agreement. The presentation of a return receipt signed by an authorized Agent of the addressee with a cover letter indicating the contents of the correspondence shall create a presumption that Shipper has notified the addressee of the terms and conditions of this document for the purposes of this section. Alternatively, a notification to the other parties via e-mail or fax that contains the URL of the UPRR web site and the following language:
- "As a prospective party to this MITA you should be aware that UPRR imposes certain requirements, limitations, and restrictions on cargo transported on its railroad. These provisions cover Blocking and Bracing instructions, Restricted and Prohibited Article cargo, limitations of liability and other important provisions. The complete MITA for UPRR is available at <http://www.up.com/>. Any Customer or party shipping under terms of this MITA should be familiar with the terms and provisions of this MITA prior to becoming involved in any transportation movement."
- P. Paper copies of this document are available. For a copy, please send Forty-Five Dollars (\$45.00) for shipping and handling to the following address:
- Manager Pricing Services
Union Pacific Railroad Company
Union Pacific Center
1400 Douglas Street, Mail Stop 1340
Omaha, NE 68179
- Q. Intermodal transportation is exempt from regulation by the Surface Transportation Board. UPRR, at its sole discretion, may decline to handle particular traffic movements or movements for particular customers. UPRR does not guarantee the availability of track capacity, terminal capacity, locomotives, train crews or railroad equipment, including rail cars, chassis, containers or trailers. Furthermore, UPRR does not guarantee any particular transit time or availability of shipments for pickup. The foregoing rule is not applicable to the extent that it is superseded or modified by a price document or contract between UPRR and a particular shipper.
- R. For purposes of determining the date on which a shipment was made, the waybill date will govern.

Issued: January 22, 2008
Effective: January 23, 2008

MITA 2-A

Page: 2 of 2
Item: 110-A
Concluded on this page



MITA 2-A

Item: 120
LEGAL RIGHTS AND OBLIGATIONS

LEGAL RIGHTS AND OBLIGATIONS

(This terms and conditions of this Item have been intentionally capitalized in order to comply with statutory requirements of various states.)

- A. THE SHIPPER OR SHIPPER AGENT SHALL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS UPRR AGAINST ALL CLAIMS FOR PROPERTY LOSS OR DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER LIABILITY, INCLUDING FINES, RAIL CARRIER COSTS, LATE PAYMENTS, ATTORNEY FEES, INTEREST AND EXPENSES RESULTING FROM ANY SPILL, RESPONSE, MITIGATION, CLEANUP OR DISPOSAL DUE TO THE SHIPPER'S NON-COMPLIANCE WITH ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION; THE TERMS AND CONDITIONS CONTAINED IN THIS MITA AS WELL AS THE APPLICABLE RATE DOCUMENTS.
- B. THE SHIPPER OR SHIPPER AGENT SHALL ASSUME ALL LEGAL DEFENSE AGAINST ANY THIRD-PARTY CLAIMS FOR DAMAGE DUE TO SHIPPER AND ITS AGENT FAILURE TO COMPLY WITH THE OBLIGATIONS CONTAINED IN THIS MITA AND THE APPLICABLE RATE DOCUMENTS.
- C. THE SHIPPER OR SHIPPER AGENT SHALL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY AND HOLD RAIL CARRIER HARMLESS AGAINST ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY OR DEATH ARISING DIRECTLY OR INDIRECTLY FROM IMPROPERLY TENDERING RESTRICTED ARTICLES AS SET FORTH IN THIS MITA AND WILL DEFEND, INDEMNIFY AND HOLD RAIL CARRIER HARMLESS FROM ANY RESPONSIBILITY, INCLUDING ANY RELATED COSTS AND EXPENSES.
- D. UNDER NO CIRCUMSTANCES WILL RESTRICTED ARTICLES BE PERMITTED UNDER **FAK** RATES. ANY RESTRICTED ARTICLES THAT ARE DETERMINED TO BE MOVING UNDER FAK RATES WILL BE CONSIDERED CONTRABAND AND UPRR WILL HAVE NO RESPONSIBILITY FOR LOSS OR DAMAGES TO THOSE ITEMS.
- E. THE SHIPPER OR ITS AGENT SHALL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY AND HOLD RAIL CARRIER HARMLESS AGAINST ANY LOSS, DAMAGE, OR PERSONAL INJURY DUE TO ANY DEFECTS IN PRIVATELY OWNED OR LEASED EQUIPMENT.
- F. THE SHIPPER OR SHIPPER AGENT SHALL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY AND HOLD RAIL CARRIER HARMLESS DUE TO THE PRESENCE OF ANY RESIDUE, OR CONTAMINANTS IN THE "INTERMODAL UNIT".
- G. THE SHIPPER OR SHIPPER AGENT SHALL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY AND HOLD RAIL CARRIER HARMLESS DUE TO IMPROPERLY IDENTIFIED COMMODITIES.
- H. THE SHIPPER OR SHIPPER AGENT AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS UPRR, OR ANY RAIL CARRIER PARTY TO AN AGREEMENT THAT IS SUBJECT TO THIS MITA FROM ALL CLAIMS AND/OR LAWSUITS FOR LOSS OR DAMAGE, BROUGHT BY ANY PERSON(S) OR ENTITY(IES) ALLEGING PROPERTY LOSS AND/OR PERSONAL INJURY AND/OR DEATH ARISING OUT OF OR RESULTING FROM ANY ACT AND/OR OMISSION OF

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

Page: 1 of 2
Item: 120
Continued on next page

THE SHIPPER, AND SPECIFICALLY FROM ALL CLAIMS AND LAWSUITS RESULTING FROM THE SHIPPER'S FAILURE TO COMPLY WITH THE TERMS AND PROVISIONS CONTAINED IN THIS MITA, RELATING TO THE RAILROAD'S TRANSPORTATION, STORAGE AND/OR CUSTODY OF THE SUBJECT SHIPMENT, INCLUDING ANY JUDGMENTS, SETTLEMENTS, COSTS, ATTORNEY FEES AND OTHER EXPENSES.

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

Page: 2 of 2
Item: 120
Concluded on this page



MITA 2-A

Item: 130-A
CHOICE OF LAW

CHOICE OF LAW

Unless the Customer elects and pays for Carmack Amendment terms, the laws of the state of Nebraska shall apply to the interpretation and enforcement of the rights and duties under the contract of carriage. In the event that the contract of carriage is silent on any matter at issue arising in a legal proceeding against UPRR, the applicable law of the state of Nebraska which most closely addresses that issue shall govern the resolution of that issue. Notwithstanding the foregoing, in the event that, as a matter of federal law, federal law takes precedence over state law on a particular issue arising in any legal proceeding against UPRR, state law shall yield to federal law on that particular issue. In the event that a particular federal statute or code of federal regulation is expressly made part of the contract of carriage, the federal decisional law interpreting that statute or code of regulation shall control its interpretation and application, if any.

Issued: December 27, 2013
Effective: January 1, 2014

MITA 2-A

Page: 1 of 1
Item: 130-A
Concluded on this page



MITA 2-A

Item: 131
SPECIAL HANDLING REQUESTS

**Special Handling Requests
(NH - Do Not Hump)**

1. Union Pacific Railroad ("Union Pacific") reserves the right and has the discretion to handle, sort, and transport rail cars in the most efficient, expeditious, and safe manner, including the use of gravity in hump yards to sort and classify rail cars ("humping"). The shipper shall properly block and brace its cargo to withstand normal forces experienced during rail transportation, including humping operations.
2. Unless specifically prohibited by applicable law or unless specifically agreed to by Union Pacific's authorized representative within its Marketing & Sales Department ("Authorized Representative"), Union Pacific reserves the right to determine which commodities and which rail cars will be sorted by humping operations.
3. Any request for special handling, including an electronic request for "NH" or "No Hump" or a request sent to another carrier, that has not been specifically agreed to by Union Pacific's Authorized Representative is a customer preference only and is not a condition of carriage on Union Pacific.

Issued: January 7, 2016
Effective: February 1, 2016

MITA 2-A

Page: 1 of 1
Item: 131
Concluded on this page



MITA 2-A

Item: 210-B
CREDIT AND PAYMENT OF CHARGES

CREDIT AND PAYMENT OF CHARGES

[c]

- A. **Pre-paid Shipments:** On "pre-paid" Shipments, the originating carrier may require that tender of a Shipment be accompanied by full payment of charges unless Shipper has established credit to the satisfaction of the originating carrier. For purposes of this item, "pre-paid" Shipments shall mean Shipments for which the originating carrier bears the billing and collection responsibilities.
- B. **Collect Shipments:** On "collect" Shipments, the delivering carrier may require full payment of all charges prior to delivery of Shipments unless Receiver has established credit to the satisfaction of the delivering carrier. For purposes of this item, "collect" Shipments shall mean Shipments for which the delivering carrier bears the billing and collection responsibilities.
- C. **Credit Application:** Extension of credit requires the completion of a UPRR Credit Application accompanied by financial statements (last two fiscal years of Balance Sheet and Income Statement), and may also require a deposit. A completed application must be on file before credit can be granted. You can apply for credit with UPRR on our web site at:
<http://www.uprr.com/customers/intermodal/motorcarrier/payment.shtml>
- D. **Cash Customers:** Customers who have not established credit with, or who are awaiting credit approval must pay for their Shipment prior to delivery.
- E. **Credit Terms:** All customers must pay charges in accordance with the terms established by the billing carrier. Where UPRR is the billing carrier, the credit period is fifteen (15) days, including Saturdays, Sundays and legal holidays, and shall begin on the day following presentation of the Freight Bill. The term "Freight Bill" as used in this item includes paper documents, billing by Electronic Data Interchange ("EDI"), and invoice less procedures.

Presentation of the Freight Bill shall be deemed made:

- Upon mailing when mailed,
- Upon sending by carrier of a transmission when EDI billing is used, and
- Unless otherwise agreed, upon Waybill date when invoice less procedures are utilized.

Payment shall be deemed made:

- Upon mailing of an acceptable check, draft or money order when paying by mail,
- Upon receipt of funds in the carrier's bank account when paying via electronic transmission, including ACH Debit, and
- Upon authorization of entry when paying by credit card at: <http://www.up.com/>

- F. **Payment of Charges:** The provisions of Rule 62, Uniform Freight Classification 6000-series, which are in effect on the Waybill date, will be applied to Shipments made under the terms and conditions of this MITA.
- G. **Finance Charge:** UPRR will assess a late payment finance charge on any freight transportation charges paid delinquent, at a rate of twelve percent (12%) per year (or, to the extent the rate of such charge is not preempted by federal law and such rate exceeds the maximum rate permitted by applicable law). Payments shall be deemed delinquent when not made within the credit period.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 2
Item: 210-B
Continued on next page

The late payment finance charge shall be assessed for each day beyond the credit period that payment is made.

- H. **Offset Prohibited:** In no event shall any amount(s) claimed against UPRR, including without limitation Claims for freight loss or damage or overpayment of freight or other charges, be deducted from or offset against freight or other charges due hereunder. Freight charges due must be paid in full, and any Claim against UPRR must be asserted separately in accordance with the applicable procedure.
- I. **Claims for Overpayment of Freight Charges:** Claims for overpayment of freight charges must be filed in writing within nine (9) months from the date of the original Freight Bill. Suits for the recovery of Overpayments of Freight Charges may not be instituted later than twelve (12) months from the date of the original Freight Bill. Overpayment Claims or lawsuits for less than \$50.00 per Freight Bill may not be filed and no Claims shall be paid if the overpayment is found to be under \$50.00 per Freight Bill. To file a Claim for Overpayments of Freight Charges, please contact UPRR's Accounting Department whose phone number is identified on your Freight Bill statement.
- J. **Revocation of Credit:** If a customer fails to pay in accordance with these requirements, UPRR in its sole discretion, may revoke credit privileges, if any, and institute any one or more of the following procedures:
1. Require that applicable freight charges be pre-paid by the Shipper.
 2. Require that the Receiver (who shall not be such customer) pay applicable freight charges on a collect basis on all Shipments originating with such customer.
 3. Changes in billing requested by any (including without limitation any Shipper, Receiver, Freight Forwarder, Shippers association, and Shippers Agent) after a Shipment has occurred shall not alter any entity's liability for freight charges (including without limitation Transportation Charges, Switch Charges, Demurrage, and other Accessorial Charges) in accordance with this paragraph.



MITA 2-A

Item: 220
SUIT TO COLLECT CHARGES

SUIT TO COLLECT CHARGES

In the event that suit must be filed to collect any charge arising under this MITA, or any agreement or document referring to this MITA, the amount sued upon shall include interest from the date of Shipment at the maximum rate of interest allowed by law in the jurisdiction in which suit is filed. Interest shall be added to such principal. Each party shall pay the expenses of its legal representation and any expert witnesses.

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

Page: 1 of 1
Item: 220
Concluded on this page



MITA 2-A

Item: 230-E
SHIPPING INSTRUCTIONS

SHIPPING INSTRUCTIONS

[c]

Shipments tendered to UPRR for transportation require complete and proper shipping instructions to provide efficient and accurate transportation services and to assess proper charges for such services.

A. Transmission of Shipping Instructions: Shipping instructions must be transmitted either via UPRR's website at: <http://www.up.com/> or via standard Electronic Data Interchange (EDI) format. Transmission of **Shipping instructions** is required at least one (1) hour prior to Shipment arrival at the origin Intermodal Terminal. For technical assistance contact UPRR's Electronic Commerce team at (800) 872-1045.

1. **Except as otherwise provided below, UPRR will not accept Bills of Lading of any kind submitted via facsimile device. This includes Bills of Lading for either Hazardous Materials or Shipments of non-hazardous materials or commodities. Noted below are the only exceptions for facsimile changes to the original Bill of Lading that will be accepted by UPRR. Additionally, the changes will only be accepted AFTER the Shipment has been in-gated at the origin Intermodal Terminal.**

Exceptions:

1. Change of Destination
 2. Route change
 3. Change from Non-hazardous to hazardous or vice versa
- The above three billing exceptions must continue to be faxed.
2. A **\$500.00** charge per unit will be assessed in addition to the applicable linehaul charge for mis-describing non-restricted commodity shipments including mis-describing an empty as a loaded unit.
 3. Charges for mis-describing restricted, prohibited or hazardous commodities can be found in items 520 and 530. Also see item 770, paragraph 9 as it relates to mis-describing a domestic load as an international load. The charges described in 520, 530 and 770 will remain unchanged.

B. Shipping Instruction Elements: Shipping instructions are considered complete when all of the following occur:

1. Instructions include all the required elements stated by the American National Standards Institute (ANSI) <http://www.ansi.org/> for submission of an EDI 404 transmission.
2. Instructions comply with all requirements as mandated within the Intermodal Safe Container Act (SCA), specifically those related to weight and Commodity description.
3. Instructions comply with all requirements, if applicable, of Bureau of Explosives Tariff BOE - 6000. <http://www.aar.org>
4. Instructions include the following elements:

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 3
Item: 230-E
Continued on next page

- (a) Equipment Information:
 - Equipment initial and number
 - Equipment length
 - "COFC" Container on Flat Car or "TOFC" Trailer on Flat Car movement classification
 - Seal number
- (b) Movement Information:
 - Origin Intermodal Terminal
 - Destination Intermodal Terminal
 - Actual origin and ZIP code
 - Actual destination and ZIP code
 - Beneficial Owner
 - Actual Shipper and receiver
 - Notify Party name and fax number (NOTE: It is the billing party's responsibility to ensure the Notify Party phone and fax numbers are correct.)
 - Complete rail routing
- (c) International Shipment Information:
 - Ocean carrier
 - Origin or destination port
 - Vessel name
 - Vessel arrival or sailing date
 - Brokers name
 - Actual piece count
 - In-bond status (yes or no)
 - Bond holder (carrier or Shipper)
 - U.S. Customs Immediate Transportation (IT) Number or Transportation and Exportation Number (TE) and Manifest Information
- (d) Interline / Rule 11 Shipments:
 - Cross-Town and final Notify Party and number
 - Complete Connecting Carrier routing information
 - Rule 11 (yes or no)
- (e) Pricing Information
 - Intermodal service code (refer to Section 7 Rate and Surcharge Application for explanation)
 - Price authority
 - Shipper's instruction number
 - Freight charges payor
 - Prepaid or collect
- (f) Commodity Information:
 - Actual Standard Transportation Commodity Code (STCC). All Customer Bills of Lading tendered to UPRR must clearly identify Commodity STCC numbers, along with Commodity descriptions. Bills of Lading received by UPRR that do not include STCC numbers will be returned to the sender without processing.
 - Actual commodity description
 - Actual gross cargo weight per Intermodal Unit (NOTE: The Intermodal Safe Container Act requires documentation of weights greater than 29,000 pounds.)
 - Certifying party - specify if other than the Shipper.
 - Certification or data transfer date - specify if different than the Waybill date
- (g) Hazardous Material Information:
 - Proper shipping name
 - Technical name, if required
 - Hazard class
 - UN/NA identification number
 - Packing group

- Total quantity and weight of hazardous material
- 24-hour emergency response telephone number
- Other additional shipping instructions when required by 49 CFR.

(h) Shipments to or from Mexico or Canada:

- Customs house Broker name, city, province and phone number (NOTE: The customs house Broker must be named as the care of party in the Waybill.)
- Actual Shipper's name, street address, city, province/state, postal/zip code
- Ultimate Receiver name, street address, city, province/state, postal/zip code
- Total number of pieces and unit of measure
- Total weight and unit of measure
- STCC and complete, accurate description of all goods (FAK is no longer accepted)
- Country of origin of the goods
- Value and currency

(i) LTL Shipments to or from Mexico and Canada:

- Package number
- Goods major components
- Goods weight

C. Inaccurate Shipping Instructions: Inaccurate Shipment Instructions consist of erroneous, incomplete, illegible or non-transferable data or data elements described in this MITA precluding UPRR from effecting transportation of such Shipment. UPRR has the right, but is not required to inspect Shipments to ensure shipping instruction accuracy and loading compliance. If inaccurate shipping instructions occur, UPRR has the right to revoke the price authority and / or the UPRR transportation contract for that Shipper and its Agents. UPRR will not be responsible for additional freight charges or any other charges incurred if inaccurate or improper shipping instructions are transmitted or provided to UPRR.

D. Effect of Acknowledgment: An acknowledgment of receipt of shipping documents does not constitute acceptance of any notations made on the shipping documents that alter or amend the terms of this MITA.

E. Shipment Acceptance at Origin: UPRR will not accept Intermodal Units into the origin Intermodal Terminal without proper billing instructions. This is commonly referred to as our "no bill / no Gate" policy. Shipments arriving at a UPRR Intermodal Terminal with incomplete, missing or incorrect shipping instructions may be rejected at the Gate or held at origin and/or destination until complete and correct shipping instructions are provided. The Customer will be responsible for all applicable Freight Rates, Surcharges, Storage, Flip Charges, Homeland Security Fines as well as any other charges which may be assessed.

F. Unauthorized In-Gate of Shipments: If a Drayman is rejected at the In-Gate due to inaccurate shipping instructions, if necessary, UPRR may allow the Shipment to enter the Intermodal Terminal for the purpose of turning the equipment around to immediately exit UPRR's Intermodal Terminal. Under no circumstances will the Drayman be allowed to "drop," leave or abandon a Shipment with inaccurate shipping instructions at UPRR's Intermodal Terminal. In the event this occurs, the Shipper of record will be responsible for applicable freight rates, surcharges, storage, and Flip Charges. UPRR will not be responsible for additional freight charges or any other charges incurred.

G. Gate Reservations: UPRR may require shipper to utilize its reservation system to gain access to its transportation services.



MITA 2-A

Item: 240-B
CHNGS & CNCLLTNS TO SHPPNG INSTR

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-240-B

STCC/GROUP	STCC	DESCRIPTION
ALL STCCS	01-48	Farm Products / Waste Hazardous Materials Or Waste Hazardous Substances

GENERAL RULE ITEM 240

CHANGES AND CANCELLATIONS TO SHIPPING INSTRUCTIONS

Changes and cancellations to shipping instructions and/or notify party information made via EDI or via UPRR web site www.up.com can be made for no additional charge. However, if changes or cancellations are made via email or fax they will be subject to a per Intermodal Unit surcharge published herein ("Change Charge"). The Change charge will not apply to any change(s) or cancellation(s) made by UPRR for its operational convenience. All changes made to any Intermodal Unit's destination will continue to be handled as a diversion. (See item 240 B 3.)

Changes and cancellations are subject to the following conditions:

- A. **Cancellations:** Cancellations to billing submitted by Shipper may be canceled anytime prior to the customer tendering the Shipment. Shipment tender occurs when the Intermodal Unit is In-Gated at a UPRR Intermodal Terminal or release of train (EDI 418) is provided to UPRR by Intermodal on-dock unit train Shippers.
- B. **Corrections:** Corrections to billing submitted by Shipper may be corrected at any time prior to Van Grounding of the Intermodal Unit at a destination on UPRR, or prior to Interchange to connecting railroads. Billing corrections are subject to the following provisions:

Correction of Shipment Movement Information:

1. Corrections to billing documents will not allow changing the Shipment route; junction, rail destination or information that could alter the movement of the Shipment once the Intermodal Unit has been tendered for movement to UPRR.
2. Once an Intermodal Unit has been tendered for Shipment, the Intermodal Unit will move according to the billing information provided at time of tender.
3. If Shipper desires to alter the movement of a tendered Shipment, the Shipper is responsible for providing UPRR a new Bill of Lading upon arrival of the Intermodal Unit at destination. Shipper's new destination must be to an intermediate or beyond destination in a lane that was approved for the Shipment from the original Shipment origin. (Billing changes to destinations not in the approved shipment lane, or not directly intermediate between the origin and destination, or directly beyond the original destination will not be allowed). A one-time ALTERED MOVEMENT OF TENDERED SHIPMENT charge published herein will be assessed for this ALTERED MOVEMENT OF TENDERED SHIPMENT service. The Shipper will be responsible for applicable freight rates, surcharges and Accessorial Charges, without

Issued: April 16, 2013
Effective: May 16, 2013

MITA 2-A

Page: 1 of 3
Item: 240-B
Continued on next page

free time.

4. If the Shipper desires to alter the movement of a tendered Shipment via a rail carrier other than UPRR, the Shipper is responsible for Out-Gating the Shipment upon arrival at the original billed destination. Shipper will also be responsible for applicable freight rates to the UPRR destination terminal. In addition to a one-time ALTERED MOVEMENT OF TENDERED SHIPMENT charge published herein, Customer is also responsible for applicable freight rates, surcharges Accessorial Charges (without free time), as well as delivering the Shipment to UPRR connecting carrier for next transportation.

Correction of Notify Party Information:

1. The Shipper is responsible for providing UPRR the correct Notify Party information prior to tender.
2. Changes to Notify Party information (Care of Party, Notify Party, Notify Party email & fax numbers, Consignee, Consignor) are subject to the Change Charge if changes are made via email or fax. Changes to Notify Party information will not be allowed after the Intermodal Unit has arrived and been van grounded at destination.
3. UPRR will not waive applicable freight, surcharge or Accessorial Charges if the Notify Party number is incorrect.
4. If the Notify Party wants to dispute the notification, the Notify Party must contact the Shipper of record, and the Shipper of record must authorize any related Accessorial Charges to UPRR prior to the Intermodal Unit being Out-Gated at the Intermodal Terminal. If the Shipper of record does not authorize payment, the original Notify Party on the Waybill will be responsible for all related Accessorial Charges. If the Notify Party refuses to pay the charges and refuses to take responsibility for the load, any and all charges revert back to the Shipper of record.

APPLICATION AND CHANGE CHARGE CHARGES		
COLUMN	APPLICATION RULES	
1.	CHANGE CHARGE charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP		
From: ALL LOCATIONS GROUP		
To: ALL LOCATIONS GROUP		
	50.00	UP
Issued: April 16, 2013 Effective: May 16, 2013		
MITA 2-A		
Page: 2 of 3 Item: 240-B Continued on next page		

APPLICATION AND ALTERED MOVEMENT OF TENDERED SHIPMENT CHARGES		
COLUMN	APPLICATION RULES	
1.	ALTERED MOVEMENT OF TENDERED SHIPMENT charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP		
From: ALL LOCATIONS GROUP		
To: ALL LOCATIONS GROUP		
	500.00	UP

Issued: April 16, 2013
Effective: May 16, 2013

MITA 2-A

Page: 3 of 3
Item: 240-B
Concluded on this page

APPENDIX A

ORIGIN AND DESTINATION GROUPS

GROUP NAME	
LOCATIONS	
ALL LOCATIONS GROUP	SOUTH DAKOTA *
ALBERTA *	SINALOA *
AGUASCALIENTES *	SASKATCHEWAN *
ALASKA *	SAN LUIS POTOSI *
ALABAMA *	SONORA *
ARKANSAS *	TLAXCALA *
ARIZONA *	TAMAULIPAS *
BRITISH COLUMBIA *	TENNESSEE *
BAJA CALIFORNIA *	TEXAS *
CALIFORNIA *	UTAH *
CHIAPAS *	VIRGINIA *
CHIHUAHUA *	VERACRUZ *
COLIMA *	VERMONT *
COLORADO *	WASHINGTON *
CONNECTICUT *	WISCONSIN *
COAHUILA *	WEST VIRGINIA *
DISTRICT OF COLUMBIA *	WYOMING *
DELAWARE *	ZACATECAS *
DISTRITO FEDERAL *	
DURANGO *	
ESTADO DE MEXICO *	
FLORIDA *	
GEORGIA *	
GUANAJUATO *	
GUERRERO *	
HIDALGO *	
HAWAII *	
IOWA *	
IDAHO *	
ILLINOIS *	
INDIANA *	
JALISCO *	
KANSAS *	
KENTUCKY *	
LOUISIANA *	
MASSACHUSETTS *	
MANITOBA *	
MARYLAND *	
MAINE *	
MICHOACAN *	
MICHIGAN *	
MINNESOTA *	
MISSOURI *	
MORELOS *	
MISSISSIPPI *	
MONTANA *	
NAYARIT *	
NEW BRUNSWICK *	
NORTH CAROLINA *	
NORTH DAKOTA *	
NEBRASKA *	
NEWFOUNDLAND *	
NEW HAMPSHIRE *	
NEW JERSEY *	
NUEVO LEON *	
NEW MEXICO *	
NOVA SCOTIA *	
NORTHWEST TERRITORIES *	
NEVADA *	
NEW YORK *	
OAXACA *	
OHIO *	
OKLAHOMA *	
ONTARIO *	
OREGON *	
PENNSYLVANIA *	
PRINCE EDWARD ISLAND *	
QUEBEC *	
PUERTO RICO *	
PUEBLA *	
QUERETARO *	
QUINTANA ROO *	
RHODE ISLAND *	
SOUTH CAROLINA *	

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: April 16, 2013
Effective: May 16, 2013

MITA 2-A

Appendix A Page: 1 of 1
Item: 240-B



MITA 2-A

Item: 250
SHPMNTS RQURNNG SPCL PERMITS ETC

SHIPMENTS REQUIRING SPECIAL PERMITS, BONDS OR ESCORTS

Where Federal, State or local regulations or laws require the securing or providing of special permits, bonds or escorts; the Shipper or Receiver or their Agent shall be solely responsible for making the special arrangements. All additional cost involved in securing or providing such permits, bonds or escorts and, in complying therewith, must be paid by the Shipper or Receiver or their Agent.

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

Page: 1 of 1
Item: 250
Concluded on this page



MITA 2-A

Item: 260-A
USE OF UPRR'S U.S. CUSTOMS BOND

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-260-A

STCC/GROUP	STCC	DESCRIPTION
ALL STCCS	01-48	Farm Products / Waste Hazardous Materials Or Waste Hazardous Substances

GENERAL RULE ITEM 260

USE OF UPRR'S U.S. CUSTOMS BOND

[c]

- A. At its sole discretion UPRR may, upon request, make its rail carrier U.S. Customs bond available for use. However, a surcharge published herein per Intermodal Unit charge will be assessed to the Shipper for any said use. The charge will apply only on trailers/containers entering the U.S. from Mexico via over the road transportation and which are ramped at Port Laredo TX, El Paso TX, or Tucson AZ for rail transportation to a water port or to Canadian destinations. Permission to use UPRR's U.S. Customs bond must be approved by UPRR prior to each Shipment.
- B. Submit all requests not less than forty eight (48) hours in advance of the need to use UPRR's bond to:
Union Pacific Railroad Company
International Customer Service Center
Manager Customer Service
2115 Farragut Street
Laredo, TX 78040
Phone No. (956) 721-3216 (Toll Free)
Fax No. (956) 721-3224
- C. All necessary U.S. Customs documents must be delivered to the origin UPRR Intermodal Terminal prior to movement on UPRR's bond. When tendered to UPRR for signature, the Intermodal Unit's initials and numbers must be included.
- D. Where applicable, electronic V-Bonds (in lieu of paper) are generated automatically to U. S. Customs when proper in-bond information is furnished electronically (E-commerce) to UPRR.
- E. Rates in this MITA do not include the service of unloading, segregating or reloading of freight to accomplish U. S. Customs clearance. All charges associated therewith will be the sole responsibility of the Shipper or Receiver as appropriate.
- F. Use of UPRR's U.S. Customs bond is restricted to only apply to Shipments on UPRR. It may not be used or extended to Shipments moving over any other rail carrier's lines. Before an Intermodal Unit is removed from a UPRR facility for U.S. Customs clearance, a permit to transfer the U.S. Customs bond responsibility must be secured for all Shipments moving under UPRR's U.S. Customs bond.
- G. Bonded draymen must be used (prior to U.S. Customs clearance) when using UPRR's bond.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 2
Item: 260-A
Continued on next page

H. If a U.S. Customs penalty occurs due to incomplete or improper documentation, the Shipper, or Shipper's Agent(s) must provide UPRR with proper documentation, including but not limited to, copies of the blanket manifest, outbound seal records and Intermodal Unit initials and number and proof of export and/or delivery.

I. SHIPPER GUARANTEES PAYMENT AND AGREES TO DEFEND, INDEMNIFY AND HOLD UPRR HARMLESS FROM AND AGAINST ALL LOSS AND LIABILITY FOR U.S. CUSTOMS DUTIES, TAXES AND ANY OTHER REVENUE LOSS DUE TO ASSESSMENT UNDER THE STATUTES, RULES OR REGULATIONS OF THE UNITED STATES CUSTOMS SERVICE AND INTERNAL REVENUE SERVICE. THIS APPLIES AFTER DELIVERY BY UPRR TO THE RECEIVER OR ITS DESIGNATED AGENTS ON IN-BOND SHIPMENTS RESULTING, IN WHOLE OR IN PART, FROM ANY FAILURE BY THE SHIPPER OR ITS DESIGNATED AGENTS TO COMPLY WITH RULES REGULATIONS, INCLUDING BUT NOT LIMITED TO SHORTAGES, IRREGULAR DELIVERY OR NON-DELIVERY OF IN-BOND SHIPMENTS MOVING UNDER THIS MITA, REGARDLESS OF NEGLIGENCE OR ALLEGED NEGLIGENCE OF UPRR.

APPLICATION AND UP CUSTOMS BOND CHARGES

COLUMN	UP CUSTOMS BOND APPLICATION RULES	
1.	UP CUSTOMS BOND charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP		
From: ALL LOCATIONS GROUP		
To: ALL LOCATIONS GROUP	130.00	UP

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 2 of 2
Item: 260-A
Concluded on this page

APPENDIX A ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS	
ALL LOCATIONS GROUP	SOUTH DAKOTA *
ALBERTA	SINALOA *
AGUASCALIENTES *	SASKATCHEWAN *
ALASKA *	SAN LUIS POTOSI *
ALABAMA *	SONORA *
ARKANSAS *	TLAXCALA *
ARIZONA *	TAMAULIPAS *
BRITISH COLUMBIA *	TENNESSEE *
BAJA CALIFORNIA *	TEXAS *
CALIFORNIA *	UTAH *
CHIAPAS *	VIRGINIA *
CHIHUAHUA *	VERACRUZ *
COLIMA *	VERMONT *
COLORADO *	WASHINGTON *
CONNECTICUT *	WISCONSIN *
COAHUILA *	WEST VIRGINIA *
DISTRICT OF COLUMBIA *	WYOMING *
DELAWARE *	ZACATECAS *
DISTRITO FEDERAL *	
DURANGO *	
ESTADO DE MEXICO *	
FLORIDA *	
GEORGIA *	
GUANAJUATO *	
GUERRERO *	
HIDALGO *	
HAWAII *	
IOWA *	
IDAHO *	
ILLINOIS *	
INDIANA *	
JALISCO *	
KANSAS *	
KENTUCKY *	
LOUISIANA *	
MASSACHUSETTS *	
MANITOBA *	
MARYLAND *	
MAINE *	
MICHOACAN *	
MICHIGAN *	
MINNESOTA *	
MISSOURI *	
MORELOS *	
MISSISSIPPI *	
MONTANA *	
NAYARIT *	
NEW BRUNSWICK *	
NORTH CAROLINA *	
NORTH DAKOTA *	
NEBRASKA *	
NEWFOUNDLAND *	
NEW HAMPSHIRE *	
NEW JERSEY *	
NUEVO LEON *	
NEW MEXICO *	
NOVA SCOTIA *	
NORTHWEST TERRITORIES *	
NEVADA *	
NEW YORK *	
OAXACA *	
OHIO *	
OKLAHOMA *	
ONTARIO *	
OREGON *	
PENNSYLVANIA *	
PRINCE EDWARD ISLAND *	
QUEBEC *	
PUERTO RICO *	
PUEBLA *	
QUERETARO *	
QUINTANA ROO *	
RHODE ISLAND *	
SOUTH CAROLINA *	

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Appendix A Page: 1 of 1
Item: 260-A



MITA 2-A

Item: 270
UP/CSXI SERVICE AGREEMENT

UP/CSXI SERVICE AGREEMENT

Shipments moving over the lines of CSXI on UP published PAQ and PWQ documents containing interline UP/CSXI joint line routes are subject to and governed by CSX Intermodal Service Directory No. 1. CSXI may at any time unilaterally add, modify or reissue the provisions of Directory 1.

Issued: January 7, 2010
Effective: January 8, 2010

MITA 2-A

Page: 1 of 1
Item: 270
Concluded on this page



MITA 2-A

Item: 310-G
CARGO LOSS & DAMAGE PROVISIONS

CARGO LOSS AND DAMAGE PROVISIONS

[c]

A. INTRODUCTION:

1. Provisions of this section take precedence over all other liability provisions contained in this publication, except where expressly modified.
2. In order to be eligible for filing a loss and damage Claim under the terms of this MITA, a party must first have tendered a Commodity for Intermodal shipment under an agreement or price document that refers to this MITA's terms and conditions.
3. Any matters not covered in this publication will be governed by the terms of the Uniform Bill of Lading, 49 U.S.C. Section 11706 (Carmack Amendment) and 49 C.F.R. Part1005.
4. Shippers may, at their option, select the liability provisions set for in 49 U.S.C. Section 11706 (Carmack Amendment Liability, as provided in Item 320 below). If 49 U.S.C. Section 11706 is not selected, the liability provisions of this item will govern.
5. For Shipments moving in and out of Mexico on a single through Bill of Lading, see the special liability provisions in the Mexico section, Item 620 below.

B. GENERAL APPLICATION:

1. 49 U.S.C. Section 10709
The Customer understands, acknowledges and agrees that the contract of carriage is made pursuant to 49 U.S.C. Section 10709 which is expressly incorporated herein by this reference. The Customer understands, acknowledges and agrees that the status of the contract of carriage as a contract pursuant to 49 U.S.C. Section 10709 shall not be considered to be in any way negated by any re-incorporation of any part of a federal statute, nor any part of a code of federal regulation into the contract of carriage, nor the presence in the contract of carriage of an alternative offer of Carmack Amendment terms. The Customer further understands, acknowledges and agrees that the status of this contract as a contract of carriage pursuant to 49 U.S.C. Section 10709 shall not be negated by the specification or classification of any commodity shipped under the contract of carriage as being "exempt," "non-exempt," "regulated," or "not-regulated" as the case may be. The Customer additionally understands, acknowledges and agrees that the status of this contract as one made pursuant to 49 U.S.C. Section 10709 makes the contract of carriage subject to the terms of 49 U.S.C. Section 10709, including but not limited to the terms set forth below:
 - a. A party to a contract entered into under this section shall have no duty in connection with services provided under such contract other than those duties specified by the terms of the contract.
 - b. A contract that is authorized by this section, and transportation under such contract, shall not be subject to this part [49 U.S.C. Sections 10101 et seq.], and may not be subsequently challenged before the Board or in any court on the grounds that such contract violates a provision of this part [49 U.S.C. Sections 10101 et seq.].

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 10
Item: 310-G
Continued on next page

- c. The exclusive remedy for any alleged breach of a contract entered into under this section shall be an action in an appropriate state or federal district court, unless the parties otherwise agree. This section does not confer original jurisdiction on the district courts of the United States based on Sections 1331 or 1337 of Title 28, United States Code.

The Customer acknowledges that it has read 49 U.S.C. Section 10709 and understands its application to the contract of carriage.

2. Access to Contract of Carriage Terms

Upon written request, UPRR will provide the Customer a written or electronic copy of the contract of carriage, including such rate, classification, rules and practices upon which the rate applicable to a shipment is based. The Customer is deemed to have constructive knowledge of any terms contained in the contract of carriage whether such terms are set forth in full or incorporated by reference. The Customer is deemed to have knowledge of the terms of the contract of carriage which are posted on UPRR's website.

3. Contract of Carriage - Binding Effect

UPRR is entitled to presume that the Customer has the authority to enter into and bind itself and any other person having an interest in the cargo to the obligations set forth in the contract of carriage. UPRR does not hereby enlarge the scope of persons or entities which may file a claim or bring a legal action against UPRR as described hereunder.

4. The Customer's Authority to Contract with UPRR

The Customer warrants that UPRR is entitled to presume that the Customer has the authority to enter into the contract of carriage with UPRR and to bind itself, the origin shipper, the beneficial owner of the cargo, and any persons or entities with an interest in the cargo, including their insurers, to the terms of the contract of carriage. Nothing herein shall be construed as bestowing third party beneficiary status on any person.

5. Reduced Rate Transport

The Customer understands and agrees that when Carmack Amendment liability terms are not requested and paid for by the Customer prior to tendering the cargo to UPRR in accordance with the guidelines set forth in the contract of carriage, UPRR is transporting the cargo at a reduced rate for the reduced liability terms set forth in the contract of carriage. The Customer understands and agrees that by not electing and paying for Carmack Amendment terms on a shipment, the terms of the contract of carriage shall govern the parties rights and obligations regarding the movement of the cargo including, but not limited to:

- a. pre-shipment rights and obligations;
- b. carriage;
- c. post-delivery rights and obligations of the parties, if any; and
- d. procedural or substantive issues including, but not limited to:
 - 1. required content for a claim or complaint;
 - 2. claim filing procedure;
 - 3. claim filing time limits;
 - 4. the time limit for filing suit;
 - 5. to sue;
 - 6. venue;
 - 7. liability standards;
 - 8. choice of law;
 - 9. burdens of proof;
 - 10. limitations of liability; and
 - 11. benefits of insurance.

The customer understands and agrees that by not selecting and paying for Carmack Amendment terms on a shipment, the applications of the terms of the contract of carriage may not be challenged on the basis that the terms of the contract of carriage vary the terms of the Carmack Amendment or from the

holdings of case law interpreting duties and obligations under the Carmack Amendment.

The Customer understands and agrees that no alternative offer of Carmack Amendment terms need be made by UPRR to any other entity other than UPRR's Customer.

6. Full Benefit of Insurance

In addition to any other provision in the contract of carriage relating to insurance, UPRR shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid (i.e., render void) the policies or contracts of insurance, and further provided that UPRR reimburse the claimant for the premium paid thereon.

7. Burdens of Proof

If the alternative offer of Carmack Amendment liability terms is not elected and paid for by the Customer, standard contract principals shall apply to the interpretation and enforcement of the contract of carriage, including burdens of proof. The Customer shall bear the burden of proof, by a preponderance of the evidence, of each of the following:

- a. that all conditions precedent to maintaining a legal action against UPRR have been met, including but not limited to the timely submission to UPRR of a compliant cargo loss or damage claim as required by the contract of carriage;
- b. that the person proceeding against UPRR for cargo loss or damage has standing to do so;
- c. that the cargo at issue was delivered to UPRR in good order and condition;
- d. that the quantity of cargo asserted to have been delivered to UPRR was in fact delivered to UPRR;
- e. that the cargo was properly packaged, loaded, blocked and braced by the loading party and that the method of any such actions did not contribute in whole or in part to any alleged cargo loss or damage;
- f. existence of UPRR's duty under the contract of carriage which UPRR is alleged to have breached;
- g. UPRR's breach of duty;
- h. that UPRR was negligent in its breach of the contract and that UPRR's negligence proximately caused the cargo loss or damage alleged;
- i. that the shipment was delivered by UPRR in a damaged or shorted condition;
- j. that the damages suffered are recoverable items of damages under the contract of carriage;
- k. that no act on the part of the Customer or its agents or third party or parties over whom UPRR had no control caused or contributed to the damages;
- l. that the Customer made every reasonable effort to timely mitigate its damages including: obtaining salvage bids, offering cargo to UPRR, or granting a fair market value;
- m. the actual amount of recoverable damages sustained by the Customer; and
- n. the absence of any defenses, limitations of liability, privileges or protections granted to UPRR under the contract of carriage or other applicable contract, the terms of which UPRR asserts the right to enforce in its favor.

Nothing herein shall be construed to bestow third party beneficiary status on any person.

8. Choice of Law Provisions

For these provisions, please see the Choice of Law section, Item 130 above.

C. BLOCKING, BRACING AND CLEANING REQUIREMENTS:

Acceptance of a Shipment for transportation by UPRR - or any rail carrier that is a party to any agreement subject to this MITA- does not constitute a waiver of the Customer, Shipper or Broker's responsibility to conform and comply with the terms and conditions of this agreement. By tendering an Intermodal unit to UPRR, the Customer, Shipper or Broker expressly warrants that the Intermodal unit is properly blocked and braced and in all manner conforms to the terms and

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 3 of 10
Item: 310-G
Continued on next page

conditions of this agreement and all shipping terms and conditions incorporated into this document by reference including, but not limited to, the minimum standards set forth in the AAR Intermodal Loading Guide for Products in Closed Trailers & Containers. <https://www.aarpublications.com>

D. LIABILITY PROVISIONS:

1. Rail Equipment Condition at Origin

Prior to loading, the Customer has the duty to inspect any Rail Equipment supplied by UPRR or its agent to ensure it is in suitable condition for transportation of the Customer's commodity. If the Customer finds any defects and does not reject the Rail Equipment, it shall not load the Rail Equipment until UPRR has had an opportunity to repair or replace the Rail Equipment. Loading the Rail Equipment shall be deemed as acceptance of the condition of the Rail Equipment.

2. Defective Equipment:

UPRR is not liable for loss or damage caused by defective equipment when such equipment is not owned or leased by UPRR.

3. Loading and Unloading:

Unless otherwise expressly agreed upon in the contract of carriage, UPRR shall have no responsibility for loading cargo into Rail Equipment at origin, nor for unloading cargo from Rail Equipment at destination.

4. Receipt/Delivery of Cargo by UPRR

UPRR has no obligation for and will not be liable for any loss or damage to cargo, in whole or in part, which occurs prior or subsequent to UPRR's possession.

5. Liability Limits

UPRR's liability will not exceed the actual amount of physical loss or damage sustained to the Commodity. Actual damages shall mean the cost to repair the Commodity, or in the event the Commodity is damaged beyond repair or is lost or stolen, the value of the Commodity at Origin plus transportation costs, not to exceed the liability limits set forth below: UPRR will not be liable for any of the following:

- a. Special damages, consequential damages, indirect losses, retail value of Commodity, lost profits or punitive damages arising from loss or damage, suspected contamination, or delay to cargo;
- b. Any losses attributable to fluctuation in the market value of the Commodity;
- c. Any losses, direct or indirect, that result from an interruption of rail service;
- d. Unless otherwise specifically provided for in a separate agreement, subject to the terms and provisions of this MITA, UPRR does not guarantee rail service on any schedule; and
- e. Interest or attorney fees.

UPRR's maximum liability for freight loss or damage will not exceed the liability of the billing party or the party tendering the cargo to UPRR. This MITA is intended for the benefit of the parties hereto, and UPRR will not be responsible for damages claimed by any party not a party to this MITA, specifically third party beneficiaries.

6. Two or More Limits of Liability

Whenever the contract of carriage contains two or more limitations of liability, or whenever the limitation(s) of liability in the contract of carriage vary from the limitation of liability in a through bill of lading, the terms of which are extended to cover UPRR's carriage or which is deemed to govern UPRR's carriage, UPRR shall have the right to enforce at its election the limitation of liability which results in the lowest calculation of potential UPRR liability. UPRR's election to enforce a term of one applicable contract shall not preclude UPRR from exercising its right to enforce non-contradictory terms from the other applicable contract(s) or contract document(s).

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 4 of 10
Item: 310-G
Continued on next page

7. Maximum Liability

UPRR's maximum liability for the contents of any Intermodal unit will be limited to the Origin value of the Commodity plus transportation costs or \$250,000.00, whichever is the lesser of the two amounts. Furthermore, UPRR shall not be liable for any loss or damage to or in connection with the transportation of a Commodity in an amount exceeding \$10,000.00 per package or in the case of goods not shipped in packages, per customary freight unit.

Any limitation on the value of claims imposed by any other rail carrier, motor carrier, marine carrier or freight forwarder is incorporated and made a part of this MITA. The value of the lowest maximum claim amount shall apply.

8. Force Majeure

UPRR will not be liable for loss, damage, delay or any other event beyond UPRR's control caused by any of the following:

- a. act of God, a public enemy,
- b. public offense,
- c. the authority of law,
- d. riots, strikes or acts of civil disobedience,
- e. acts of terrorism,
- f. the inherent quality or characteristic of the commodity,
- g. natural shrinkage,
- h. an act or default of the Shipper, Beneficial Owner or Receiver, or
- i. Shipments stopped and held en route or redirected at the request of the Shipper, Beneficial Owner or Receiver.

9. Minimum Loss or Damage

Claims or lawsuits for less than \$250.00 shall not be filed, and no Claim shall be paid if the amount of loss or damage is found to be less than \$250.00.

10. Resolving Claims for Rail Carriers Involved

Cargo loss and damage Claims presented to UPRR will be resolved for the account of all domestic U.S. and Canadian rail carriers involved in the transportation of Shipments moving under the authority of this MITA unless connecting UPRR's liability conflicts with the liability set forth in this MITA. In cases of such conflicts, UPRR reserves the right to resolve Claims solely on the behalf of UPRR.

11. Acts or Omissions

In the event an act or omission of any party involved in the transportation process (Shipper, Carrier or Receiver) is not the sole cause but contributes to any loss or damage, UPRR will be liable for only that portion of the loss or damage caused by UPRR's negligence.

12. Through Bill of Lading Terms

On any shipment carried by UPRR as part of a through carriage of goods from origin to destination under the terms of a through bill of lading, UPRR shall be entitled to enforce the terms of the through bill of lading in its favor at its election. Where any term of a through bill of lading and any term of the UPRR contract of carriage conflict, UPRR in its sole discretion may elect to enforce the terms of either of such contract(s) as it chooses. In the event that UPRR's carriage is part of a through carriage of goods, the Customer shall promptly provide UPRR with a complete and legible copy of all applicable face and reverse side terms of such through bill of lading upon UPRR's request.

13. Through Bills of Lading with Ocean Carriage

To the extent that UPRR provides carriage of cargo as part of an intermodal movement under a through bill of lading which contemplates ocean carriage, the through bill of lading shall be deemed a maritime contract subject to maritime law. It is understood and acknowledged by the Customer that Congress has not imposed the Carmack Amendment's regime onto maritime contracts. On any shipment carried by UPRR as part of a through carriage of goods from origin

to destination under the terms of a through bill of lading, UPRR shall be entitled to enforce the terms of the through bill of lading in its favor at its election. Where any term of a through bill of lading and any term of the UPRR contract of carriage conflict, UPRR, in its sole discretion, may elect or enforce the terms of either of such contract(s) as it chooses. In the event that UPRR's carriage is part of a through carriage of goods, the Customer shall promptly provide UPRR with a complete and legible copy of all applicable face and reverse side terms of such through bill of lading upon UPRR's request.

14. Rotterdam Rules

To the extent that UPRR carries cargo for the Customer as part of an intermodal through movement under a through bill of lading which states that the Rotterdam Rules shall apply to the overland portion of the carriage, Customer agrees that UPRR's liability for cargo loss or damage, if any, shall instead be limited to \$500.00 per package. The Customer shall notify the origin shipper of the terms and conditions of UPRR's contract of carriage and agrees to indemnify UPRR for any damages incurred by UPRR as a result of the Customer's failure to do so. The contractual requirement that the Customer provide the origin shipper with such notification shall not operate to negate the limited agency rule.

15. Unlocated Loss or Damage to International Shipments

Unlocated loss or damage to international shipments that do not break bulk or are not visibly checked, including seal verification and documentation, at U.S. origin or port of entry are excluded from liability coverage under the terms of this MITA. Claims may be subject to compromise or declination unless clear and convincing evidence exists showing that loss or damage occurred during domestic rail transport.

16. Fines or Costs Relating to Overweight Loads

If any Commodity moving under this MITA is loaded in an Intermodal unit so that the combined weight of the Commodity and Intermodal unit exceeds the weight limitation in MITA Item 510-series below or violates any federal, state or local laws, statutes, ordinances or regulations concerning weight limits, the Shipper agrees to reimburse UPRR or any rail carrier party to any agreement or document that refers to this MITA for any fines or costs relating to overweight loads.

17. Liability for Taxes or Customs Duties on Alcohol

UPRR will not be liable for any amount in excess of \$250.00 per Shipment for internal revenue taxes paid or determined and customs duties paid on distilled spirits, wines and beer previously withdrawn from bond which were

- a. lost;
- b. rendered unmarketable or condemned by a duly authorized official by reason of fire, flood, casualty or other disaster; or
- c. breakage, destruction or other damage (not including theft) resulting from vandalism or malicious mischief

if such damage or disaster occurred within the United States and if such distilled spirits, wines or beer were held and intended for sale at the time of such disaster or other damage.

18. Temperature-Related Losses

UPRR is not liable for temperature-related losses unless mechanical protective service is requested and paid for and carrier owned or leased mechanical protective equipment is used. Please see the Refrigerated and/or Frozen Shipments section, Item 550 below.

19. Porous Packaging

UPRR will not be responsible for loss or damage to any Commodity, food or food grade cargo shipped in porous packaging. No Claims will be paid for freight loss, contamination or damage that occurs to any Commodity, food or food grade cargo that is not shipped in sealed and non-porous packages or materials. See immediately below for more Food and Food Grade Cargo-specific requirements.

20. Food or Food Grade Cargo

The duties of the Customer to inspect cargo, to laboratory test food or food grade cargo, and to take all reasonable steps to mitigate the damages to the cargo, including obtaining salvage bids as set forth in the contract of carriage, are neither excused, nullified or diminished by the existence of any food safety laws, rules, regulations, restrictions, orders or recommendations of any person.

a. Contamination Proven by a Preponderance of the Evidence

In the event the Customer contends that food cargo or food grade cargo was contaminated while in the care of UPRR, the Customer must prove by a preponderance of the evidence that the shipment was contaminated and that it was contaminated by an act of negligence on the part of UPRR which caused the contamination. Incidents of Rail Equipment breach; an unhinged, unlocked, unsecured or open door; and/or the absence or change of a seal, lock or pin, shall not in and of themselves be considered evidence of contamination or damage to cargo. The Customer is not entitled to destroy or dispose of the cargo based upon the suspicion or fear of contamination or damage to the cargo, and UPRR has no obligation to reimburse the Customer for that destroyed cargo. The Customer is not entitled to recover speculative and/or special damages for unproven losses. In addition to the foregoing, UPRR shall not be liable for contamination or damage to cargo which occurs as a result of incidents occurring prior to UPRR taking possession of the cargo; after UPRR has made delivery of the cargo; or which result from the actions of third parties over whom UPRR exercises no control (including insufficient packaging of the cargo).

b. Breach in External Packaging

The absence of any breach in the external packaging of the cargo shall raise a rebuttable presumption that food or food grade cargo is not contaminated. The instance of a breach in the external packaging of the cargo shall not relieve the Customer of the burden of proving that the cargo has actually been contaminated or damaged.

21. Removal by UPRR

UPRR shall have the right, in its sole discretion, to remove and/or transload cargo from one piece of Rail Equipment to another in the course of a rail movement as may be required or advisable due to circumstances affecting a particular rail movement. In such cases, the cost of cargo removal, transloading, Rail Equipment repair and related costs shall be borne by the person responsible for proximately causing the circumstances requiring such actions. Payment of such costs by UPRR shall not be construed as an admission or as evidence that UPRR caused the circumstance(s) which required such actions.

22. Other Persons

When a person other than UPRR removes cargo from any Rail Equipment, none of the costs for such cargo removal shall be borne by UPRR. Nor shall damage(s) to any Rail Equipment resulting from any actions performed during cargo removal (including damage caused by the use of forklifts) be borne by UPRR. UPRR shall be entitled to recover from the party which damaged any such Rail Equipment, and/or the person on whose behalf that person was performing such actions, any funds expended and costs incurred by UPRR (including labor) to make the necessary repairs and restorations.

23. Termination of Liability for Damage to or Theft of Intermodal Unit

UPRR's liability for damage to or theft of an Intermodal unit shall terminate upon acceptance by the destination Motor Carrier further evidenced by a clear record on the Connecting Carrier or Motor Carrier Interchange document.

24. No Presumption of Loss, Damage or Contamination of Cargo

Without supporting evidence, a Seal breach of a rail equipment compartment or container; an unhinged, unlocked, unsecured or open door; and/or the absence or change of a seal, lock or pin will not in and of themselves create a presumption of loss, damage or contamination of the cargo.

25. Obligations of UPRR Terminate at Delivery

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 7 of 10
Item: 310-G
Continued on next page

The obligations of UPRR regarding damage to the cargo terminate at the earliest of UPRR's Actual or Constructive Delivery of the cargo at UPRR's point of destination under the contract of carriage.

E. LOSS OR DAMAGE VERIFICATION AND DISPOSITION PROVISIONS:

1. UPRR's Duties Terminate upon Delivery

Following UPRR's delivery of cargo, UPRR has no further duty with respect to damage to the cargo, including but not limited to: a duty to inspect the cargo; to mitigate damages to the cargo; or to salvage the cargo. The Customer bears the burden of mitigating damage to the cargo by all reasonable means including the required inspections and salvage efforts set forth in the contract of carriage. The Customer may not shift such duties to UPRR nor condition compliance with such duties on a promise from UPRR to indemnify the Customer or any person.

2. Right to Inspect Shipments

UPRR has the right to open units at any time to inspect, weigh or reject, Shipments at origin, enroute or at destination. Following an inspection, UPRR will close the unit and document its actions accordingly in a seal exception report.

3. Right to Inspect Damaged Cargo

UPRR reserves the right to inspect damaged cargo. In the event UPRR has notified Shipper or Receiver that UPRR is invoking this right, as a condition precedent to recovery of any Claim, the Receiver must retain the damaged Commodity as discovered in the Intermodal unit until released by UPRR. The Receiver must immediately notify UPRR upon discovery of any damage and allow destination rail carrier or its Agent to inspect the Commodity.

4. Effect of UPRR Not Inspecting Damaged Cargo

Failure by UPRR to inspect damaged Commodity for whatever reason will not relieve the burden of the claiming party to establish that the Commodity was received in a damaged condition, nor will it be considered an admission of liability by UPRR.

5. Gap in Time Between Delivery and Inspection

In the event of any gap in time between UPRR's delivery of the cargo and/or between the delivery at final destination and the time when the cargo is inspected, the Customer must prove by a preponderance of the evidence that the loss or damage was not incurred, in whole or in part, after UPRR made delivery. The burdens of proof set forth in the contract of carriage shall apply whether or not any gap in time between delivery and inspection occurs.

6. Inspection of Cargo/Mitigation of Damages

The Customer shall bear the burden of proof by a preponderance of the evidence of each of the following:

- a. the cargo was timely and thoroughly inspected at delivery;
- b. the cargo was timely and sufficiently tested at delivery;
- c. in the case of food or food grade cargo, any such cargo was timely and properly tested by a qualified laboratory with a sufficient amount of samples in order to properly determine whether any condition of the cargo has rendered the cargo unfit for human or animal consumption;
- d. the results of any such testing;
- e. that the cargo was not disposed of without the required inspections and testing;
- f. that independent salvage bids for the cargo were obtained in writing; and
- g. that in the event cargo is determined by laboratory testing to be unfit for its primary purpose, the Customer obtained independent salvage bids, offered cargo to UPRR, or granted UPRR fair market value.

7. Loss or Damage Verification and Disposition

The Customer, Shipper, Receiver and/or Beneficial Owner must take all reasonable steps to mitigate loss or damage by accepting cargo, unless it is without salvage value. Good faith and timely effort shall be made to mitigate loss by obtaining salvage bids, offering cargo to UPRR,

or granting a fair market value for the cargo. Refusal to mitigate loss or offer UPRR cargo will result in UPRR deducting fair market value of the cargo. Refusal to mitigate loss or offer UPRR cargo will result in UPRR deducting fair market value of the cargo in any claim presented. On refused/rejected cargo, inspection and/or testing must occur which establishes a degraded condition of cargo. Undamaged or unproved condition cargo that is disposed of or sold as salvage will not be the responsibility of UPRR. If rejected, the cargo will be sold for the account of the concerned party and salvage proceeds only, less any expenses, will be remitted to claimant.

8. Beneficial Cargo Owner's Policies Relating to Cargo

UPRR is not responsible for special or consequential damages. The Customer is required to prove compliance with duties to inspect cargo and mitigate damages, including obligations relating to salvaging the cargo. UPRR shall have no liability for the value of cargo which is destroyed based on the claim that any person refuses to permit the product to be salvaged on account of quality control, including brand name or brand quality control issues.

9. Abandonment of Commodity or Intermodal Unit

Any Commodity or Intermodal unit that is left on UPRR's property in excess of sixty (60) days of the release date will be considered abandoned and the contents forfeited to UPRR.

F. REQUIREMENTS AND PROCESS TO FILE A CLAIM:

1. Requirements to File a Claim

As a condition precedent for payment of a Claim, fully compliant Claim forms must be filed in writing, via fax, or via EDI within nine (9) months of the delivery date, or in the event of non-delivery, a reasonable time for delivery. Insufficient or noncompliant Claim forms or a Claim not meeting the requirements set forth below will not preclude the rejection of a Claim for being filed out of time.

2. Written or Electronic Communication

Written or electronic communication shall comply with the minimum requirements contained in 49 C.F.R. 1005.2(b), incorporated herein by this reference.

3. Filing Compliance Strictly Construed

The Customer agrees that compliance with the claim filing requirements set forth in the contract of carriage are to be strictly construed. UPRR will not be stopped from requiring claim filing compliance unless an authorized claim agent in UPRR's claims department expressly waives strict claim filing compliance in writing. The submission of a timely and compliant claim to UPRR by the Customer is a mandatory and absolute condition precedent to bringing any legal action against UPRR for cargo loss or damage.

4. Standing to File a Claim with UPRR

Only the Customer or Beneficial Cargo Owner may file a claim for cargo loss or damage with UPRR. In the event that person(s) other than the Customer are permitted by a court to maintain a legal proceeding against UPRR for cargo loss or damage, all references in the contract of carriage to the "Customer" or the "Shipper" shall apply with equal force to the person(s) suing UPRR. Nothing in this clause bestows third party beneficiary status on any person.

The claim for cargo loss or damage provided to UPRR by the Customer or Beneficial Cargo Owner must include the following information:

- a. A demand for payment of a specific amount and verification of the amount claimed with original invoice or repair bills.
- b. Information identifying the rail Shipment including:
 - (1) equipment initials and number;
 - (2) Shipper and Receiver's names;
 - (3) Intermodal Unit Number.
 - (4) Waybill number;

- (5) shipping date; and
 - (6) Commodity description together with its STCC identification number - the commodity SITC code may be used if necessary.
- c. Origin records as to the condition and quantity of the Commodity at the time tendered to the origin rail carrier.
 - d. Origin Seal records must be furnished along with the Interchange document at the time of delivery of the sealed Intermodal Unit to the origin rail carrier.
 - e. Destination records describing the condition and quantity of the Commodity at the time it was received from the destination rail carrier.
 - f. Destination Seal records must be furnished along with the Interchange document from the destination rail carrier.
 - g. Evidence describing the disposition of the damaged Commodity.
 - h. Evidence that Shipment was loaded in compliance with applicable provisions of this MITA.
 - i. U.S. Customs records from the point that the Commodity cleared U.S. Customs indicating the Commodity condition, quantity, declared value, and Seal record.
 - j. Documentation that provides evidence of the assignment of Beneficial Owner's, Shippers, or Customer's rights hereunder to an Assignee.

All loss and damage Commodity Claims filed with UPRR must be filed in writing at:

UPRR Shipment Quality Claims Services
111 South Magnolia Street
Palestine, TX 75801
Phone: (800)521-3253
Fax: (903) 731-7708 or (800) 527-3036

UPRR reserves the right to deny any Claim that is noncompliant or does not contain all of the aforementioned documentation.



MITA 2-A

Item: 320-B
CARMACK LIABILITY

CARMACK LIABILITY

49 U.S.C. Section 11706 provides for full-value liability and other liability terms for UPRR and the Shipper. In order for a Shipment to be subject to the terms of 49 U.S.C. Section 11706 it must comply with all of the following provisions:

- A. [c] Shipper must notify UPRR's Shipment Quality in writing at the above address, or via fax at (402) 233-3346, no less than **72 hours** in advance of the Shipment being In-Gated at the Intermodal Terminal that the Shipper chooses Carmack liability protection, and
- B. [c] On Shipments that Shipper requests full-value (Carmack) liability protection Shipper must prepay the Carmack rate. The Carmack rate will be the Freight All Kinds (FAK) rate multiplied by 250%. This Carmack rate will apply unless special written pricing authority is obtained by contacting its UPRR Marketing and Sales Representative or Shipment Quality Claims Services (see Item 310 (F 4). Failure by Shipper to provide a written agreement, prior to the Shipment being In-gated at the Intermodal Terminal or interchanged from a Connecting Carrier, evidencing that UPRR has agreed to provide Carmack Liability for any specified Shipment shall relieve UPRR from any obligation in excess of the liability limits set forth in Item 310 CARGO LOSS AND DAMAGE PROVISIONS.
- C. [c] Carmack Liability protection is **available on all shipments, including foreign, domestic, and goods shipped as FAK or otherwise.**

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 320-B
Concluded on this page



MITA 2-A

Item: 330-B
FREIGHT LOSS & DAMAGE LAWSUITS

FREIGHT LOSS AND DAMAGE LAWSUITS

[c]

A condition precedent to the filing of a lawsuit for freight loss or damage is the filing of a Claim under Item 310 of this MITA and meeting the documentation requirements contained in Item 310, Subsection F.

The Customer alone is in privity of contract with UPRR, and only the Customer may sue UPRR for cargo loss or damage under the contract of carriage provided that all conditions precedent have been met. If the Customer has not elected and paid for Carmack Amendment terms, the Customer may not contend that the terms of the Carmack Amendment or any case law construing the Carmack Amendment have any bearing on the contract of carriage. There are no third party beneficiaries to the contract of carriage unless expressly so stated.

All lawsuits must be filed within eighteen months from (1) the actual date of delivery, or (2) in the event of loss of Shipment, the expected date of delivery by UPRR or any Connecting Carrier.

All lawsuits for freight loss or damage must be filed in a Nebraska state court or in the United States District Court of Douglas County in Omaha, Nebraska. The Customer acknowledges these are reasonable venues in which the courts are deemed to have *in personam* jurisdiction over the Customer. Unless the Customer has elected and paid for Carmack Amendment terms under the contract of carriage, the venue provisions contained within the Carmack Amendment shall not apply.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 330-B
Concluded on this page



MITA 2-A

Item: 340-B
EQUIPMENT SEALS

Equipment Seals

A. Placement of Seal

UPRR reserves the right to reject any Intermodal Unit that is not properly sealed. In addition, UPRR will not be responsible for any claims of loss, damage or delay that arise from an Intermodal Unit that is not properly sealed at origin. If an Intermodal Unit cannot be properly sealed, it must be rejected prior to loading.

In order to be properly sealed, a Seal must be placed through the hasp furthest to the left on the right door. If the hasp in this location is inoperable, it is permissible to utilize the right hasp on the right door.

[a]

B. Application of Carriage Bolt

As an added security measure, UPRR reserves the right to require a carriage bolt on any container that does not have an ISO/PAS 17712:2010 approved high security bolt seal placed through an open, operable hasp on the right door. Draymen are responsible for properly applying the UPRR provided carriage bolt during the in-gate process. The carriage bolts will not be removed while the container is in the possession of UPRR.

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MITA 2-A

Page: 1 of 1
Item: 340-B
Concluded on this page



MITA 2-A

Item: 345-F
SEAL AGREEMENT

SEAL AGREEMENT

[c]

Union Pacific's liability for the contents of any Domestic Intermodal shipment of Consumer Electronics will be limited to \$100,000.00. However, the \$250,000 maximum liability limit described in MITA Item 310 can be obtained if all of the following terms and conditions are met for each respective shipment:

1. Prior to tendering Shipment to Union Pacific, Shipper contacts Union Pacific's Shipment Quality team at 402-544-3791 to obtain a high value STCC Code for billing the high value domestic shipment of consumer electronics with high value STCC Code.
2. In addition to compliance with MITA Item 340, an ISO/PAS 17712:2010 bolt or cable seal must be used as the Shipper seal. An approved theft deterrent barrier seal must also be used. Union Pacific defines a theft deterrent barrier seal as an individually numbered seal designed to prevent entry into the Container/Trailer by ordinary seal removal techniques, such as bolt cutters. Furthermore, a theft deterrent barrier seal must either wrap around the locking bars and/or enclose the hasp mechanism on the right door of the Container/Trailer. UPRR approved theft deterrent barrier seals include:

Navalock (MKII-B)
Navalock (MKII-BL)
OneSeal (Hair-Pin 2000)
OneSeal (Hardened Bar Lock)
Sealock (Model SU2009)
War-Lok (IB-10)
War-Lok (IR-20)

In the event of any questions or concerns about the acceptability of any theft deterrent barrier seals, contact Union Pacific's Shipment Quality team at the above phone number prior to tendering shipment.

3. All seals, including the theft deterrent seals utilized by the Shipper, will be numbered and recorded on the bill of lading or shipping instructions. Shipper must submit the unique lock assembly/pin number as the theft deterrent barrier seal number.
4. The waybill Shipper and/or Shipper's agent must take digital, date-stamped photographs showing Container number and seal application with close-up photo of theft deterrent barrier seal number visible.
5. The waybill Shipper and/or Shipper's agent will maintain, for a minimum of nine (9) months, a written record of the date and time of the application of the seal(s), the identity and signature of the person applying the seals, and the photographic evidence outlined above. Failure to submit this evidentiary support for any loss or damage claim to the domestic shipment of consumer electronics with a high value STCC Code may result in claim declination and/or compromise.
6. UPRR liability for theft, as evidenced by a Shipper seal and/or theft deterrent device breach, shall terminate upon acceptance by the destination Drayman, as evidenced by a clear record on the Connecting Carrier or motor carrier Interchange document.

Issued: November 12, 2014
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MITA 2-A

Page: 1 of 1
Item: 345-F
Concluded on this page



MITA 2-A

Item: 410

EQUIPMENT INTERCHANGE AGREEMENT

EQUIPMENT INTERCHANGE AGREEMENT

- A. Drayman or Shipper is required to execute the current UIIA and UIIA Addendum, which is administered by IANA, and also be in compliance with all of the terms and conditions of the UIIA and the UIIA Addendum prior to any Intermodal Unit or Chassis Interchange or prior to the use of any Intermodal Unit of Chassis to or from any UPRR Intermodal Terminal.
- B. Drayman or Shipper must execute the UIIA and the UIIA Addendum regardless of whether the Intermodal Unit or Chassis is rail owned / controlled or privately owned.
- C. Notwithstanding Paragraph A above, Intermodal Units interchanged without a fully executed UIIA will be subject to the terms and conditions of this MITA.
- D. Terms and conditions in this MITA supersede any conflicting terms and conditions set forth in the UIIA and/or the UIIA Addendum.
- E. The UIIA is available at <http://www.uiia.org/>. The UIIA Addendum is available by contacting IANA at (301) 474-8700.

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MITA 2-A

Page: 1 of 1
Item: 410
Concluded on this page



MITA 2-A

Item: 420

AVLBLTY OF INTRMDL UNITS/CHASSIS

AVAILABILITY OF INTERMODAL UNITS OR CHASSIS

- A. The offer to transport is subject to availability of appropriate railroad owned or controlled Intermodal Units of Chassis, which will be determined by UPRR at time of request. UPRR does not guarantee the availability of railroad equipment, including Locomotives, Cars, Chassis, Containers or Trailers.
- B. If UPRR is unable to provide Intermodal Units or Chassis as a result of acts of God, war, insurrections, strikes, derailments, or any other cause beyond its control, its obligations under this MITA shall be suspended for the duration of such cause.

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Effective: March 1, 2006

MITA 2-A

Page: 1 of 1
Item: 420
Concluded on this page



MITA 2-A

Item: 430
INTERMODAL UNIT SPECIFICATIONS

INTERMODAL UNIT SPECIFICATIONS

- A. Intermodal Units must be of suitable design and construction for lift device handling and safe Intermodal service.
- B. Rail owned or controlled or Shipper furnished Intermodal Units must comply with the AAR, Standard M-930, Closed Van-Type Dry Cargo Containers for Domestic Intermodal Service and the AAR, Standard M-931, Trailers for Intermodal Service and all subsequent changes and amendments, incorporated herein by this reference.
- C. Rail owned or controlled or Shipper furnished Intermodal Units must comply with all state, federal, Department of Transportation (DOT), and Federal Highway Administration (FHWA) regulations.

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MITA 2-A

Page: 1 of 1
Item: 430
Concluded on this page



MITA 2-A

Item: 440-F
OVER-DIMENSIONAL SHIPMENTS

OVER-DIMENSIONAL SHIPMENTS

- A. Over-Dimensional Shipments are defined as Commodities that exceed the width, length, or height of the standard dimensions of an Intermodal Unit. All Blocking and Bracing will be considered as part of the overall dimensions of the Shipment. There are two levels of Over-Dimensional Shipments: Level I and Level II (defined in sections I and J below). All Over-Dimensional Shipments (both Level I and Level II) are subject to written approval by the local UPRR Mechanical Department and UPRR Premium Operations, to ensure the Over-Dimensional Shipment can be safely handled and transported over the rail lines and at the Intermodal Facilities of Union Pacific.
- B. The rates provided in Union Pacific's Over-Dimensional rate authority, SCQ 50093 will apply to all Over-Dimensional Shipments. Any Over-Dimensional Shipment billed without the appropriate rate authority will be subject to a **\$1,000.00** surcharge, which will be applied in addition to applicable freight and any Accessorial Charges.
- C. All Over-Dimensional Shipments must be identified in the billing, either through an EDI 404 Bill of Lading or web Bill of Lading. On the EDI 404, a HW (High Wide Load) must be identified with a special handling code. On a Web Bill Of Lading, a HW (High Wide Load) must be identified with a special condition code in the drop down list of the conditions codes. Any Over-dimensional Shipment not properly identified will be subject to a **\$6,000.00** surcharge, which will be applied in addition to any applicable freight and/or Accessorial Charges.
- D. All Over-Dimensional Shipments require inspection at the origin Intermodal Terminal. Upon In-gate, the Intermodal Unit will be placed on a mechanical hold status until UPRR's Mechanical Department inspection is complete and the load is released. Inspections for transporting all Over-Dimensional Shipments will be made with the local Mechanical Maintenance Manager before the shipment, or any portion thereof, is transported by the carrier. UP reserves the right to reject any Over-Dimensional Shipment or Super Over-Dimensional Shipment. If necessary, the Shipper will be liable for any additional Blocking and Bracing that may be required.
- E. The following Intermodal Terminals are the only UPRR Intermodal Terminals which are equipped to handle Over-Dimensional Shipments:
- Dolton, IL
 - Dupo, IL
 - East Los Angeles, CA
 - Englewood, TX
 - Global II, IL
 - [A]** Global IV, IL
 - ICTF, CA
 - Mesquite, TX
 - D.I.T., TX
 - Oakland, CA
 - Portland, OR
 - San Antonio, TX
- F. Over-dimensional Shipments are only allowed in current Intermodal lanes between the Intermodal Terminals listed above. The Shipper will be wholly liable for any and all damages of any kind that are the result of tendering an Over-Dimensional Shipment to a UPRR Intermodal Terminal that

Issued: August 6, 2010
Effective: August 1, 2010

MITA 2-A

Page: 1 of 2
Item: 440-F
Continued on next page

does not have the ability to handle Over-Dimensional Shipments.

- G. The provisions of this Item 440 are applicable to Union Pacific local traffic only. The Shipper will be solely responsible for individually clearing each Over-Dimensional Shipment with all involved rail carriers. Shipper will hold all rail carriers harmless for any and all damages or injuries of whatsoever kind that may result from Shipper's failure to obtain proper authorization from all rail carriers involved in the movement of the Over-Dimensional Shipment.

- H. Standard dimensions of Intermodal Units are listed below.

Equipment Size	Length	Width	Height
20 ft	20 ft	8 ft	8 ft 6 in
40 ft (high cube)	40 ft	8 ft	9 ft 6 in
45 ft (high cube)	45 ft	8 ft	9 ft 6 in

- I. Level I Over-Dimensional Shipments exceed the standard Intermodal Unit dimensions above, but are less than or equal to the Maximum Dimensions set forth below. Level I Over-Dimensional Shipments may be moved without Union Pacific's Clearance Department's approval.

Equipment Size	Length	Width	Height
20 ft	20 ft	8 ft	15 ft 5 in
40 ft	40 ft	8 ft	15 ft 5 in
45 ft	45 ft	8 ft	15 ft 5 in

Level I Over-Dimensional Shipments will move under the SCQ 50093 but do not need to fill out a Dimensional Load Clearance Form or pay the Rail Lane Analysis Charge (see below).

- J. Level II Over-Dimensional Shipments exceed the Maximum Dimensions above and **must** be approved by Union Pacific's Clearance department **before** they are tendered to Union Pacific for transport. Clearance proposals including cargo dimensions, origin/destination and routing information must be submitted via UPRR's **Dimensional Load Clearance Form**. This form can be downloaded from the UPRR web site @: <https://c01.my.uprr.com/dim/secure/index.cfm>. Requests for moving Level II Over-Dimensional Shipments will require extensive rail lane clearance analysis by UPRR's Clearance Bureau, Engineering and Mechanical Departments and are subject to a **\$100.00** charge (Rail Lane Analysis Charge). The Union Pacific Clearance department will respond via email whether the load is acceptable to ship over the lines of UPRR. In the event the Intermodal Unit cannot be shipped in Intermodal service, please contact your Union Pacific Business Manager for information on how to receive carload service.

Issued: August 6, 2010
Effective: August 1, 2010

MITA 2-A

Page: 2 of 2
Item: 440-F
Concluded on this page



MITA 2-A

Item: 450-B
EMP OR UMAX EQUIPMENT

EMP OR UMAX EQUIPMENT

[c]

- A. All EMP or UMAX Shipments are subject to the terms and conditions of this MITA.

A fully executed EMP or UMAX Intermodal Contract and EMP or UMAX Equipment Agreement must be established with UPRR and/or a participating EMP or UMAX railroad, prior to shipping EMP or UMAX equipment. A signed Intermodal Contract and/or EMP or UMAX Equipment Agreement or the action of creating an EMP or UMAX reservation establishes agreement to follow Blume Global Policies and Procedures. Blume Global policies and procedures can be reviewed at:

<https://www.blumeglobal.com>

- B. Only customers who have a fully executed EMP or UMAX Equipment Agreement are allowed to make reservations for pick-up of EMP or UMAX equipment. Reservations shall be made through the Blume Global system at: <https://www.blumeglobal.com>

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 1 of 1
Item: 450-B
Concluded on this page



MITA 2-A

Item: 460-B
PRIVATE INTERMODAL CONTAINERS

PRIVATE INTERMODAL CONTAINERS

[c]

- A. **Specifications and Standards:** All Intermodal Containers or private Intermodal Containers, used or new, when moving as empty as a Commodity or loaded with a Commodity are subject to all the provisions of the AAR Intermodal Interchange Rules. Requests for copies of the AAR Intermodal Interchange Rules can be made through: <http://aar.org/>
- B. **Equipment Use Charges:** Unless otherwise provided in individual price documents or agreements referencing this MITA, UPRR will not be responsible for the payment of any Intermodal Container use charges associated with privately owned / leased Intermodal Containers.
- C. **Private Container Chassis Requirements:**
1. When Shipments move in private Containers under rates applying from and/or to the UPRR's Intermodal Terminal, Shipper shall furnish Chassis in adequate supply to support the volume shipped.
 2. When chronic Chassis shortages occur, UPRR may be required to regulate the flow of volume from origin into those destination Intermodal Terminals where the Chassis are constrained for those Customers with Chassis shortages. Furthermore, it may become necessary to limit the number of Intermodal Containers tendered at origin if the shortage issue appears it cannot be resolved.
 3. Private Chassis may be placed at a UPRR Intermodal Terminal up to 24-hours in advance of the Van Grounding of the Container. However, it is the responsibility of the Chassis owner to manage Chassis inventory, maintenance and removal from the Intermodal Terminal. UPRR will not be responsible for lost or missing private Containers and/or Chassis claims that are filed later than six (6) month after Containers and/or Chassis were In-Gated at an Intermodal Terminal. Private chassis must be removed from the Intermodal Terminal within twenty-four (24) hrs. after train departure.
- D. **Shipper Liability:**
Shipper is liable for damages, personal injury, or death resulting directly or indirectly from failure to properly block and brace lading, failure to comply with specifications and standards of private Intermodal Containers, or defect in private Intermodal Container.
- E. **Indemnification:**
1. UPRR is not obligated to inspect an Intermodal Container for failure or defects. UPRR's acceptance of an Intermodal Container does not waive Shipper's liability. Shipper shall indemnify UPRR from all loss and damage and costs of defending Claims made against UPRR for claims arising from defective private equipment.
 2. Shipper shall replace or incur expense of replacing or repairing damaged, lost, stolen, or destroyed Intermodal Container in its possession, according to provisions of AAR Intermodal Interchange Rules

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 2
Item: 460-B
Continued on next page

3. All Claims for loss or damage including Claims for railroad owned or controlled or private Intermodal Containers (new or used) moving as empty as a Commodity are subject to the terms and conditions of this MITA.
4. UPRR shall not be liable for loss of or damage to privately owned or controlled Intermodal Containers moving in Intermodal service, as a Commodity, when such loss or damage occurs while the Intermodal Container is out of possession of UPRR, or if such damage is due to ordinary handling or normal wear and tear.
5. UPRR shall not be liable for any cosmetic damages (i.e. scrapes, scratches, superficial damage, latent defects, etc.) to new or used private Intermodal Containers when moving as cargo. In no event will the UPRR or any rail carrier be responsible for loss or damages to Intermodal Containers totaling less than Three Hundred Dollars (\$300.00).
6. UPRR is not responsible for latent defects of the Intermodal Container. UPRR assumes no liability for Intermodal Containers or Chassis not designed, manufactured or approved to meet the level of standards required for rail transportation.

F. Loss, Theft or Destruction of Private Equipment:

1. Unless otherwise agreed upon, loss, theft, damage or destruction to privately owned Intermodal Containers which UPRR is responsible for, shall be repaired or replaced at the expense of UPRR or the rail carrier responsible for the loss, theft or damage in accordance with the provisions of the AAR Intermodal Interchange Rules.
2. If there is an Intermodal Container agreement between UPRR and owner of the private Intermodal Container(s), UPRR shall pay the depreciated replacement value as agreed upon between the parties at the time of the occurrence.
3. When UPRR is responsible for damaging a privately owned Intermodal Container, the following shall be filed with UPRR's Claim Department:
 - (a) Interchange inspection report when delivered to UPRR
 - (b) Interchange inspection report when received from UPRR
 - (c) Copy of actual repair invoice showing labor and material charges
 - (d) Depreciated value statement (including built date). (Required only when repairs exceed \$450.00).
4. UPRR may, without owner's consent, repair any damage for which UPRR is responsible or terminate Intermodal Unit to owner at origin or nearest interchange point for owner's repair.
5. If repair costs are estimated to exceed depreciated value, UPRR may dispose of salvaged Intermodal Container without prior consent of owner.
6. If owner requests return of salvage, UPRR may return it, if practical, and settlement shall be based on depreciation less salvage.
7. UPRR is not liable for any damages arising from loss of use of Intermodal Container sustained by the Shipper, nor for any consequential damages that arise due to damage to Intermodal Container(s).

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 2 of 2
Item: 460-B
Concluded on this page



MITA 2-A

Item: 461
PRIVATELY OWNED TRAILERS

Privately Owned Trailers

A. Equipment Specifications and Standards: A Private Trailer is defined as a vehicle measuring between 20 feet and 53 feet in length with permanently attached undercarriage and wheels used for the transport of goods that is owned or leased by a private entity other than UPRR. A Chassis welded to the body of a Container does not constitute a Private Trailer. All Private Trailers tendered to UPRR are subject to following terms and conditions:

1. Design and construction must be safe for TOFC (Intermodal) service on railcars. This includes all provisions of the AAR Intermodal Interchange Rules, including, but not limited to, compliance with AAR Specifications M-931 (TOFC service and trailers). Copies of the AAR Intermodal Interchange Rules can be found at: <http://aar.org/>.
2. Design and construction of Private Trailers must be suitable for standard lift operations and equipment (lifting arms, twist-locks, side-pins or the approved lift attachment) as outlined in AAR M-931.
3. Private Trailers must be compliant with all governmental rules, regulations, and licensing requirements in the jurisdictions where the Private Trailers operate.

B. Equipment Use Charges: Unless otherwise provided in individual price documents or agreements referencing this MITA, UPRR will not be responsible for the payment of any Private Trailer use charges.

C. Shipper Liability: Shipper is liable for damages, personal injury, or death resulting directly or indirectly from failure to properly block and brace lading, failure to comply with Equipment Specifications and Standards or a defect in the Private Trailer; regardless of actual or alleged negligence on the part of UPRR or failure of UPRR to detect, prevent or mitigate such failure on the part of the Shipper.

D. Indemnification:

1. The Shipper shall be solely responsible for and will defend, indemnify, release and hold UPRR harmless against any and all claims, liabilities, fines, charges, costs, delay and derailment expenses, damages, losses, liens, causes of action, suits, demands and all associated expenses, of any nature, kind or description for injury or death to all persons, including UPRR's and Shipper's officers and employees, and for loss and damage to property belonging to any person or entity, directly or indirectly arising in any matter of or resulting from the Shipper failing to comply with the terms, provisions, acts or omissions outlined in this item (including, but not limited to defects in or failure to comply with Equipment Specifications and standards in private intermodal equipment) as outlined in AAR M-931.
2. The Shipper is responsible for compliance with all UPRR Master Intermodal Transportation Agreement (MITA) terms and conditions.
3. If Shipper fails to comply with any terms, provisions, acts or omissions outlined in this item, then the Shipper's obligation to indemnify includes the costs and expenses of defending claims filed against UPRR as well as the defense of any lawsuit or other proceeding brought against UPRR relating to a matter covered by UPRR's MITA, including costs of defense, attorney fees, expert

Issued: February 24, 2012
Effective: March 1, 2012

MITA 2-A

Page: 1 of 2
Item: 461
Continued on next page.

witnesses, and all other costs as they are incurred.

4. Acceptance by UPRR of a shipment not in compliance with UPRR's MITA will not release the shipper from its obligations, including to defend and indemnify UPRR.
5. All Claims for loss or damage including Claims for Private Trailer (new or used) moving as empty as a Commodity are subject to the terms and conditions of this MITA.
6. UPRR shall not be liable for loss of or damage to Private Trailers moving in Intermodal service, as a Commodity, when such loss or damage occurs while the Private Trailer is out of possession of UPRR, or if such damage is due to UPRR's ordinary handling or normal wear and tear.
7. UPRR shall not be liable for any cosmetic damages (i.e. scrapes, scratches, superficial damage, latent defects, etc.) to new or used Private Trailers when moving as cargo. In no event will UPRR be responsible for loss or damages to Intermodal Private Trailers totaling less than Three Hundred Dollars (\$300.00).
8. UPRR is not responsible for latent defects of the Private Trailer. UPRR assumes no liability for Private Trailers not designed, manufactured, or approved to meet the level of standards required for rail transportation.

E. Loss, Theft, or Destruction of Equipment:

1. Unless otherwise agreed upon by Shipper and UPRR, loss, theft, damage or destruction to Private Trailers, which UPRR is responsible for, shall be repaired, or replaced at the expense of UPRR or the rail carrier responsible for the loss, theft, or damage in accordance with the provisions of the AAR Intermodal Interchange Rules.
2. If there is an Intermodal Unit agreement between UPRR and owner of the Private Trailer, UPRR shall pay the depreciated replacement value as agreed upon between the parties at the time of the occurrence.
3. When UPRR is responsible for damaging a Private Trailer, the following shall be filed with UPRR's Claim Department:
 - (a) Interchange inspection report when delivered to UPRR
 - (b) Interchange inspection report when received from UPRR
 - (c) Copy of actual repair invoice showing labor and material charges
 - (d) Depreciated value statement (including built date). (Required only when repairs exceed \$450.00)
4. UPRR may, without owner's consent, repair any damage for which UPRR is responsible.
5. If repair costs estimate exceed depreciated value, UPRR may dispose of salvaged Private Trailer without prior consent of owner.
6. If the Private Trailer owner requests return of salvage, UPRR may return it, if practical, and settlement will be based on depreciation less salvage value.
7. UPRR is not liable for any damages arising from loss of use of Private Trailer sustained by the Shipper or Private Trailer owner, nor for any consequential damages that arise due to damage to Private Trailer(s).

Issued: February 24, 2012
Effective: March 1, 2012

MITA 2-A

Page: 2 of 2
Item: 461
Concluded on this page



MITA 2-A

Item: 470-B
INTERMODAL TANK CONTAINER SHPMNT

INTERMODAL TANK CONTAINER SHIPMENTS

[c] Except as otherwise provided herein, the terms, conditions and prices set forth in Union Pacific Railroad Company's SCQ 28 and any subsequent amendments or reissues thereof will govern the Shipments of local all-rail interstate and intrastate Shipments of ISO - IMP portable tank Containers with movement from, to or via UPRR.

- ISO Tank Containers can be moved to/from On-Dock terminals.
- ISO Tank Containers cannot be moved on chasis (TOFC). These Containers must be loaded flush on the intermodal car (COFC).
- ISO Tank Containers can only be loaded in the bottom well of the intermodal cars.
- ISO Tank Containers must be loaded in a 40 well, i.e., 2-20 containers.
- The ISO Tank Containers outlet valve must be facing the end of the well.
- All placards must be placed on the ISO tank Container such that they are completely visible when viewing the ISO Tank Container from the side of the Intermodal car.
- ISO Tank Containers carrying hazardous materials, identified by placards, must move in a single stacked configuration. No top loading (double stacking) will be permitted. If an ISO Tank Container is not carrying hazardous materials, a non-tank ISO Container, Carrying non-hazardous commodities, can be loaded on the top tier.
- TSA Regulations - 49 CFR 1520 and 1580 Hazardous Explosive Commodities are prohibited.
- UPRR reserves the right to inspect, at any time, ISO Tank Container loading configurations for compliance prior to accepting them for movement on UPRR.

A copy of SCQ 28 may be viewed by logging on the UP website and linking to the document.

Issued: June 17, 2009
Effective: June 17, 2009

MITA 2-A

Page: 1 of 1
Item: 470-B
Concluded on this page



MITA 2-A

Item: 510-K
GENERAL LOADING REQUIREMENTS

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-510-K

STCC/GROUP	STCC	DESCRIPTION
ALL STCCS	01-48	All Commodities

GENERAL RULE ITEM 510

GENERAL LOADING REQUIREMENTS

- A. Responsibility for adequate loading, Blocking and Bracing of the Shipment lies entirely with Shipper.
- B. All Shipments tendered to UPRR for movement, at a minimum, must comply with the most recent version of the AAR Intermodal Loading Guide for Products in Closed Trailers and Containers, as incorporated herein. For a complete listing of Damage Prevention and Loading Services publications contact Railinc at (919) 651-5218 or contact the AAR:
Association of American Railroads
Operations and Maintenance Department Damage Prevention and Loading Services
50 F Street, N.W.
Washington, DC 20001
or
[http:// www.aar.org](http://www.aar.org)
- C. Any modifications made by Shipper to the AAR provisions must be approved by UPRR Shipment Quality prior to Shipment. Shippers are required to take all necessary additional steps to protect their Commodity during rail transportation.
- D. When shipping Hazardous Material, hazardous substance, hazardous waste or dangerous material, Shipper or its Agent must comply with the provisions of ITEM 520: PROHIBITED, AND RESTRICTED ARTICLES, and ITEM 530: HAZARDOUS MATERIAL SHIPMENTS.
- E. [i] Upon inspection at any point or in the event of a Load Shift, when it is determined by UPRR that there was insufficient or improper Blocking and Bracing, corrective actions will be taken. When an exception is identified at the origin or destination ramp, the Shipper will be responsible to handle the corrective actions directly with a UPRR approved contractor and shall be responsible for all expenses, including the repair of a damaged Intermodal Unit, loss or damage to all Intermodal Units, Commodities, and transfer services. When corrective actions are needed on an Intermodal Unit that is moving on the UPRR network, UPRR will perform the required rework. The shipper will be responsible for all expenses associated with the rework which includes terminal to terminal leaners per incident surcharge of \$3000. The \$3000 per incident surcharge will be added to the actual costs of all load shifts that occur while on a train. In no instance can the gross weight of an Intermodal Unit, which includes its contents, exceed the weight limitations set forth below:

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 1 of 4
Item: 510-K
Continued on next page

- F. Maximum Weights. In no instance can the gross weight of an Intermodal Unit, which includes its contents, exceed the weight limitations set forth below:

Trailers (TOFC):

The load weight MUST NOT exceed the limit as stated on the manufacturer's plate. Combined weight of trailer and lading may not exceed 65,000 lbs.*

Containers (COFC):

Combined weight of container and lading may not exceed the weight specified below for the length of container being loaded:

Nominal Length (ft.)	Maximum Gross Weight (lbs.) ** (Lading Plus Tare)
53 Ft.	67,200 lbs.
48 Ft.	67,200 lbs.
45 Ft.	67,200 lbs.
40 Ft.	67,200 lbs.
20 Ft.	52,900 lbs.

* Maximum weights as defined in current AAR Specifications *Maximum weights as defined in current AAR Specifications M 931-99 for trailers (effective 5/1/99), and subject to revisions thereto.

** Maximum weights as defined in current AAR Specification M 930-98 for containers (effective 11/1/98), and subject to revisions thereto.

Containers and Trailers that exceed the Maximum Weight Threshold shall be subject to a fee of \$600.00.

- G. Heavy Weight Surcharge: Effective October 1, 2014, Customer will be assessed a Heavy Weight Surcharge for certain westbound Containers.

1. 20' ISO westbound Containers that have a lading weight in excess of 22 net tons (44,000 pounds or 20 metric tonnes) will be assessed a Heavy Weight Surcharge of \$200 per Container.
2. 40' and 45' ISO westbound Containers that have a lading weight in excess of 26 net tons (52,000 pounds or 23.6 metric tonnes) will be assessed a Heavy Weight Surcharge of \$300 per Container.

The Heavy Weight Surcharge will be assessed on all Containers meeting these requirements. The Heavy Weight Surcharge will be billed in addition to the rate for the shipment and all other fees and surcharges. The only exceptions are for (i) ISO Tank Containers, and (ii) Containers that exceed the Maximum Weights provided for in Section F. Containers that exceed the Maximum Weights will only be assessed the fees provided in that section.

- H. Weight Distribution. Lading weight in trailers must be evenly distributed both crosswise and lengthwise and combined weight of lading and trailer must conform to all Federal, State, Provincial and Local regulations, and transportation service requirements used at origin and to final destination.

Rail owned or controlled or Shipper furnished Intermodal Units must comply with all state, federal, Department of Transportation (DOT), and Federal Highway Administration (FHWA) regulations. In addition, all Intermodal Units must comply with 1) the Intermodal Safe Container Transportation Act of 1992 (Title 49 United States Code, Chapter 59, Sections 5901 - 5908), and 2) the International Maritime Organization's amendment to the Safety of Life at Sea (SOLAS) Convention, requiring verification by the Shipper on the marine bill of lading of the gross mass weight (VGM) of all loaded Containers prior to stowage on the ocean vessel.

Any Shipper who tenders an Intermodal Unit above the Maximum Weights will be subject to the fees published herein, per Intermodal Unit, and also will arrange for and incur all costs of adjusting the shipment's weight, and will be responsible for all applicable storage charges.

- I. Weight Measurement. UPRR will utilize the weight on the Bill of Lading of a Trailer or Container for purposes of assessing fees associated with Trailers and Containers above the Maximum Weights and for

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 2 of 4
Item: 510-K
Continued on next page

purposes of assessing the Heavy Weight Surcharge. UPRR reserves the right to weigh a Trailer or Container to verify the weight on the Bill of Lading. In the event that UPRR determines that the Bill of Lading does not include the correct weight, UPRR shall assess a fee of \$6,000. UPRR will assess the \$6,000 fee for each Trailer or Container that includes the incorrect weight on the Bill of Lading.

- J. The Shipper, at its sole expense, shall be responsible in ensuring that all rail owned or controlled Intermodal Units are returned to UPRR in a clean condition, including, without limitation, the proper and prior removal and disposal of all materials or substances, or any residue associated therewith, that was being transported in the Intermodal Unit. UPRR may elect to refuse to accept in Interchange from a Shipper any Intermodal Unit that is not in a clean condition. If, however, at the time of Interchange, UPRR fails to notice any unclean condition, or the unclean condition does not become evident until a later time, the Shipper to whom the Intermodal Unit was last Interchanged shall be responsible for all costs and/or Claims against the UPRR arising out of Shipper's failure to return Intermodal Unit in a clean condition.

APPLICATION AND MAXIMUM WEIGHTS FEE AND HEAVY WEIGHT SURCHARGE

COLUMN APPLICATION RULES

1. Heavy Weight Surcharge charges applying on Par. G.1. above are in U.S. dollars per Container and apply under these conditions:
2. Heavy Weight Surcharge charges applying on Par. G.2. above are in U.S. dollars per Container and apply under these conditions
3. Maximum Weight Fee charges are in U.S. Dollars per Container and apply under these conditions:
4. Incorrect billing charge is U.S. dollars per Container and applies under these conditions:

Code/Group

STCC Group: ALL STCCS GROUP.

From: ALL UP POINTS GROUP

- Arkansas
- Arizona
- California
- Colorado
- Iowa
- Idaho
- Illinois
- Kansas
- Louisiana
- Minnesota
- Missouri
- Montana
- Nebraska
- New Mexico
- Nevada
- Oklahoma
- Oregon
- Tennessee
- Texas
- Utah
- Washington
- Wyoming

To: CA. OR & WA GROUP

- California
- Oregon
- Washington

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 3 of 4
Item: 510-K
Continued on next page

Amount: Col 1 Col 2
 \$200.00 \$300.00
 Route: UP

Code/Group
 STCC Group: ALL STCCS GROUP
 From: ALL LOCATIONS GROUP
 To: ALL LOCATIONS GROUP

Amount: Col 3 Col 4
 \$600.00 \$6,000.00
 Route: UP

APPLICATION AND OVERWEIGHT CHARGE CHARGES			
COLUMN	OVERWEIGHT CHARGE APPLICATION RULES		
1.	OVERWEIGHT CHARGE charges are in U.S. dollars Per Car and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS GROUP		
From:	ALL LOCATIONS GROUP		
To:	ALL LOCATIONS GROUP	600.00	UP
Issued: April 10, 2018 Effective: May 1, 2018 MITA 2-A Page: 4 of 4 Item: 510-K Concluded on this page			

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

ALLLOCATIONS GROUP

ALBERTA *
 AGUASCALIENTES *
 ALASKA *
 ALABAMA *
 ARKANSAS *
 ARIZONA *
 BRITISH COLUMBIA *
 BAJA CALIFORNIA *
 CALIFORNIA *
 CHIAPAS *
 CHIHUAHUA *
 COLIMA *
 COLORADO *
 CONNECTICUT *
 COAHUILA *
 DISTRICT OF COLUMBIA *
 DELAWARE *
 DISTRITO FEDERAL *
 DURANGO *
 ESTADO DE MEXICO *
 FLORIDA *
 GEORGIA *
 GUANAJUATO *
 GUERRERO *
 HIDALGO *
 HAWAII *
 IOWA *
 IDAHO *
 ILLINOIS *
 INDIANA *
 JALISCO *
 KANSAS *
 KENTUCKY *
 LOUISIANA *
 MASSACHUSETTS *
 MANITOBA *
 MARYLAND *
 MAINE *
 MICHOACAN *
 MICHIGAN *
 MINNESOTA *
 MISSOURI *
 MORELOS *
 MISSISSIPPI *
 MONTANA *
 NAYARIT *
 NEW BRUNSWICK *
 NORTH CAROLINA *
 NORTH DAKOTA *
 NEBRASKA *
 NEWFOUNDLAND *
 NEW HAMPSHIRE *
 NEW JERSEY *
 NUEVO LEON *
 NEW MEXICO *
 NOVA SCOTIA *
 NORTHWEST TERRITORIES *
 NEVADA *
 NEW YORK *
 OAXACA *
 OHIO *
 OKLAHOMA *
 ONTARIO *
 OREGON *
 PENNSYLVANIA *
 PRINCE EDWARD ISLAND *
 QUEBEC *
 PUERTO RICO *
 PUEBLA *
 QUERETARO *
 QUINTANA ROO *
 RHODE ISLAND *
 SOUTH CAROLINA *
 SOUTH DAKOTA *

SINALOA *
 SASKATCHEWAN *
 SAN LUIS POTOSI *
 SONORA *
 TLAXCALA *
 TAMAULIPAS *
 TENNESSEE *
 TEXAS *
 UTAH *
 VIRGINIA *
 VERACRUZ *
 VERMONT *
 WASHINGTON *
 WISCONSIN *
 WEST VIRGINIA *
 WYOMING *
 ZACATECAS *

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: April 10, 2018
 Effective: May 1, 2018

MITA 2-A

Appendix A Page: 1 of 1
 Item: 510-K



MITA 2-A

Item: 520-AB
PROHIBITED & RESTRICTED ARTICLES

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-520-AB

STCC/GROUP	STCC	DESCRIPTION
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ALL STCCS INTERNAL

01-99

All Commodities

GENERAL RULE ITEM 520

PROHIBITED AND RESTRICTED ARTICLES

- A. Prohibited Articles:** Any articles named below herein, shipped in violation of the Prohibited Articles section of this Item 520 may be forfeited and will be assessed a surcharge of Fifty Thousand Dollars (\$50,000.00) per private or rail carrier-owned, leased or controlled Container or Trailer. This surcharge will be in addition to the FAK (Freight All Kinds) rate and any other charges applicable to the Prohibited Article Shipment.

In addition to the above conditions, UPRR will not be responsible for any cargo loss or damage liability associated with any Prohibited Article shipped in violation of this Item 520.

The Shipper agrees to indemnify, defend and hold UPRR harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses/costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss/damages resulting from or arising out of the Shipper's transportation of any of the following Prohibited Article(s).

The following Prohibited Articles will not be accepted for shipment over the lines of UPRR in a private or rail carrier-owned, leased or controlled Container or Trailer:

1. Any article, product, Commodity, or substance considered illegal contraband by any state or federal government entity, forbidden to be owned, possessed, or forbidden to be transported by any government entity.
2. Any material, cargo, or product(s), defined in the Hazardous Materials Table contained in 49 CFR 179.101 with a 1, 2, 3, 4, 5, 6, or 13 in the Special Provisions column. This includes, but is not limited to, any material, cargo, or product(s) "Toxic by Inhalation" or "Inhalation Hazard,
3. Flammable Compressed Gas, taking Class 2 Division 2.1 in Tariff BOE 6000-Series, will not be handled when loaded in ISO Tank Containers or portable tanks.
4. Hazardous Materials of Asbestos, Class 6 or any subsidiary Class 6, Class 7 (radioactive material) and hazardous waste or liquids, as described in the current edition of DOT CFR 49, Parts 106-180 Hazardous Materials Regulations and the Hazardous Materials section of this MITA.
5. Sodium compounds (STCC 28-123-NN).

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 1 of 7
Item: 520-AB
Continued on next page

- B. Restricted Articles:** All Restricted Articles must use the correct Standard Transportation Commodity Code, as published in Railline publication STCC 6001-series. An appropriate STCC, or STCC series, has been included for most of the Restricted Articles, listed below. To be clear, under no circumstances are FAK rates acceptable for the movement of Restricted Articles over the lines of UPRR.

In the event a Shipper, or a third party IMC (on behalf of its customer) desires to ship any of the above listed as a Restricted Article over the lines of UPRR, the Shipper and/or its IMC must first contact its UPRR business representative to determine if UPRR is willing to accept the Restricted Articles for transportation over its lines. UPRR reserves the right, in its sole discretion, to refuse to accept at Origin or in interchange any Restricted Article for transport over its lines. However, if UPRR agrees to transport the Restricted Article a confidential rail transportation contract/quote containing an accurate description of the Restricted Article including the correct STCC No. as well as any unique liability terms, or conditions regarding blocking, bracing, concentrated weight restrictions, etc for rail transportation in a Container or Trailer over the lines of UPRR must be agreed upon prior to the Restricted Article shipment being tendered to UPRR.

The Shipper agrees to indemnify, defend and hold UPRR harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses/costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss/damages resulting from or arising out of the Shipper's transportation of any of the following Restricted Article(s).

Any articles named herein, shipped in violation of this Restricted Articles Section of this Item 520 will be assessed a surcharge not to exceed Ten Thousand Dollars (\$10,000.00) per Container or Trailer. This surcharge will be in addition to the FAK (Freight All Kinds) rate and any other charges, fines or assessments applicable to the Restricted Article Shipment. UPRR reserves the right, in its sole discretion, to hold any private or rail carrier-owned, leased or controlled Container or Trailer containing Restricted Articles at an Intermodal Facility until all assessed charges, which may include but are not limited to the FAK rate, surcharge, fine, as well as any Accessorial Charges resulting from handling or holding at the Intermodal Facility, are paid in full.

- (a) The actual shipper and its agents agree to properly describe, package and block and brace the cargo to prevent longitudinal and lateral movement in accordance with industry accepted blocking and bracing practices as provided by the Association of American Railroads pamphlet 45 and as specified by the Code of Federal Regulations (CFR) 49 in addition to all local, state and federal regulations.
- (b) UPRR will not be held liable for any losses or damages, direct, indirect, special, consequential or punitive, which result from delay or an interruption of rail services, nor does the carrier guarantee rail services on any schedules, published, projected or implied. The provisions of this agreement are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- (c) The Shipper agrees to indemnify defend and hold UPRR harmless from and against any, liability, losses, damages, claims, judgments, fines, penalties, lawsuits, expenses / costs including, yet not limited to reasonable attorney fees, relating to death or personal injuries, property damage, environmental contamination, violation of local, state, federal statutes or regulation or freight loss / damages resulting from or arising out of the shippers negligence in the preparation and transportation of Restricted Articles.
- (d) The Shipper acknowledges that UPRR makes no representations as to the suitability of the below mentioned Commodity for rail transportation, the Shipper further acknowledges that there are significant differences in the forces exerted on the cargo in rail transportation that may require additional packing and Blocking and Bracing measures for the Commodity to move safely in Intermodal service over the lines of UPRR.
- (e) Unless otherwise noted, cargo liability shall not exceed the maximum amount of \$500.00 per Container or Trailer. Furthermore, when using UPRR controlled Container or Trailer to ship Restricted Articles, the shipper agrees to return each Container or Trailer empty and cleaned, free of any oil, dirt, debris, or contaminants. Any Container or Trailer not returned empty and clean will be subject to a \$1000.00 cleaning surcharge. This cleaning surcharge will be applied in addition to any and all other charges that may be due to UPRR for the movement and handling of the Container or Trailer.
- (f) All other provisions of Union Pacific's Master Intermodal Transportation Agreement (MITA) remain in

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 2 of 7
Item: 520-AB
Continued on next page

effect. The MITA also sets forth other terms and provisions under which this movement may be made including full liability coverage under 49 USC 11706 see Item 320 of this document.

It is not permissible for any Commodity identified in this Restricted Articles section to be shipped in any private or rail carrier-owned, leased or controlled Container or Trailer over the lines of UPRR using the Commodity description and/or rates of FAK (Freight All Kinds, STCC 46-111-10).

Unless otherwise noted in each individual Restricted Article description, Restricted Articles may be shipped in either Private Containers or Trailers, or railroad owned, controlled, or leased Containers or Trailers. For purposes of shipment under MITA, Private Containers or Trailers shall mean a Container or Trailer whose ownership is vested in a person or company that is not engaged in the service of common carriage.

1. Aircraft, aircraft parts, airplanes, airplane parts, airplane components; helicopters, helicopter parts or components, or any other instrumentality used for flying. Use STCC 37-213-10 (complete aircraft) or STCC 37-299-91 (aircraft parts).
2. Animals, game, fowl, or poultry, live, refrigerated, frozen, fresh meat and packing house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-series. (May be shipped in Private Containers or Trailers ONLY).
3. Animals, fish, or fowl, trophies, stuffed or mounted, or research cadavers. Use STCC39-998-13. (May be shipped in Private Containers or Trailers ONLY).
4. Bulk Commodities when loaded in railroad owned, controlled or leased equipment.
5. [c] Bulk non hazardous liquid commodities in Flexitanks/Flexibags, shipped in privately owned or controlled Container or Trailer. Flexitanks/Flexibags must be approved for use on UPRR and can only be used in steel 20 foot Container. Environmental Packaging Technologies (EPT), Braid, Pac Tec Inc, Trans Ocean Bulk Logistics Inc (Formerly TOD), CACSA, Quindao BLT Packing Industrial CO, LTD, Stolt and Mark & Williams(M&W) brand Flexitanks/Flexibags are approved for use on UPRR. The STCC will be based on the Commodity inside the Flexitank.
6. Calcium Carbide. All new shipments must be inspected by UPRR Hazmat group. [Shipment is considered new if the actual shipper, waybill shipper and/or loading method have not already been approved to ship over the lines of UPRR] All shipments must have proper packaging that meets all UN and DOT requirements, as outlined in CFR 49, Section 173.211. Packaging must be new or in "as-new" condition; free of holes, tears or excessive dents or rusting and be completely waterproof. All lading must be properly blocked and braced, per AAR hazmat requirements. Container or Trailer must be in good working order, to prevent or limit the amount of moisture within the Container or Trailer. Contact UPRR Shipment Quality (402-544-3791) to arrange an inspection. Shipper must give 72 hours notification for inspections. Shipments cannot be tendered or interchanged to UPRR before the Shipment Quality inspection has been performed. (Use STCC 28-126-29).
7. Ceramics (Use STCC 32-952-49), pottery (Use STCC32-699-70), glassware (Use STCC 32-291-50), crystal (UseSTCC 32-291-50), and chinaware (Use STCC 32-621-10).
8. Cigarettes and tobacco products. Shipper is solely responsible for ensuring that any Cigarettes or tobacco products tendered for shipment in a Container or Trailer are protected with a waterproof barrier that is not less than five (5) millimeters thick. **NOTE:** Failure by Shipper to secure and completely enclose any Cigarette or tobacco products Shipment as required herein will relieve UPRR from any responsibility for loss or damage to Shipment caused by moisture. Use STCC 21-111-10 or obtain a high value STCC No. from UPRR Shipment Quality 402-544-3791.
9. Extraordinary value, generally items where the size of the item bears little relationship to the value of the cargo or an item whose value cannot be accurately assessed by its designation, such as: bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; carcasses; jewelry, other than costume or novelty; postage stamps; United States mail of any class; precious metals or articles manufactured there from; precious stones, revenue stamps; antiques; collectibles; or other related or unrelated old, rare or precious articles of extraordinary value, and all individual items worth more than

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 3 of 7
Item: 520-AB
Continued on next page

\$10,000.00 each or where a Container or Trailer Shipment of the Commodity is worth more than \$250,000.00.

10. Fish, shellfish, crustaceans, fresh or frozen. Use STCC 09-121-90 (fish) or STCC 09-122-90 (shellfish). (May be shipped in Private Containers or Trailers ONLY).
11. Fruits or vegetables, of any kind. Use STCC 01-219-90 (citrus fruit), 01-229-90 (deciduous fruit) or 01-399-90(vegetables).
12. Hides, furs, pelts or skins, green or green salted shipped in privately owned or controlled Container or Trailer with the cargo properly packaged, secured, blocked and restrained for rail transportation. All Shipments must be properly lined with a durable liner to prevent any leakage. The Waybill Shipper will be responsible for all associated clean up costs of the facilities and any equipment remediation that may occur from any hide, pelt or fur shipment documented to be leaking on UPRR property. (Use STCC 20-141-91 / 20-149-NN). (May be shipped in Private Containers or Trailers ONLY).
13. Ice, ice cream and/or frozen novelties. Use STCC 20-241-10. (May be shipped in Private Containers or Trailers ONLY).
14. Loaded temperature-controlled Trailer or Containers billed as FAK (Freight All Kinds), or any temperature controlled Shipments. (See Item 550 for provisions to apply). (May be shipped in Private Containers or Trailers ONLY).
15. Marine vessels of any kind including ships, boats, canoes, launches, yachts, or sailboats unless individually completely enclosed in a crate and which is then properly blocked and braced for rail transportation. Use STCC 37-329-90.
16. Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices. Use STCC 38-411-30
17. Medicines, drugs, pharmaceuticals, prescription and non-prescription medication. Use STCC 28-311-90.
18. Metal products shipped in coils, rolls, reels, or spools, when the gross weight of the product and packaging exceeds 3,500 lbs, (1591 kg) per package. (See Item 540). The maximum liability limit described in MITA Item 310-series will be obtained with the submission of the MITA Item 540 Coil Contract. The Coil Contract outlined in Item 540 of this MITA is required before tendering any Metal Coil shipments to UPRR. MITA Item 540 contains a list of pertinent STCC's (Commodity Codes).
19. Military communications outfits, as described in Item 73785 of Uniform Freight Classification Code (UFC), (STCC: 38-612-40).
- 20.. Military tracking, radar, communications equipment, electronics, or surveillance equipment.
21. Any items moving in conjunction with a military field exercise.
22. Missiles, guided or rockets, guided; guidance systems or electronic guidance control apparatus for installation in missiles or in missile sections; missile or rocket frame assemblies containing electronic apparatus, or mobile missile guidance control systems, as described in Items 69093 through 69098 of Tariff UFC 6000-series.
23. Municipal garbage waste, solid, digested and ground, fertilizer material or sewage waste (STCC: 40-291-NN). (May be shipped in Private Containers or Trailers ONLY).
24. (a). All freight or passenger motor vehicles (including new, used, or Gliders) will be considered a Restricted Article when moving over the lines of UPRR. All freight and passenger motor vehicles must use STCC 37-119-55 on the billing. (A Glider is defined as a finished motor vehicle without the engine, and drive train, or any all-electric motor vehicle without its battery.)

(b). Additionally, motorized vehicles such as ATVs (STCC 37-119-NN), Motorcycles (STCC 37-511-

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 4 of 7
Item: 520-AB
Continued on next page

NN), and Snowmobiles (STCC 37-119-NN), even those that are individually crated and properly blocked and braced for rail transportation will also be considered a Restricted Article when moving over the lines of UPRR.

In the event a Shipper, or a third party IMC (on behalf of its customer) desires to ship any of the above listed motor/motorized vehicles over the lines of UPRR, the Shipper and/or its IMC must first contact its UPRR business representative to determine if UPRR is willing to accept the Restricted Articles for transportation over its lines. If UPRR agrees to ship the Restricted Articles a confidential rail transportation contract/quote containing an accurate description of the Restricted Article including the correct STCC No. as well as any unique liability terms, or conditions regarding blocking, bracing, concentrated weight restrictions, etc for rail transportation in a Container or Trailer must be agreed upon before the Restricted Article shipment is tendered to UPRR.

25. Over Dimensional shipments (See Item 440). Liability coverage, as described in MITA Item 310, would pertain to this shipment unless the actual commodity is listed as a Restricted Article and therefore falls within the guidelines of this section. (May be shipped in or on Private Containers or Trailers ONLY).
26. Plants, living or fresh cut including Christmas trees, floral or nursery stock. Use STCC 08-611-10 (Christmas trees) or STCC 01-912-09 (nursery stock). (May be shipped in Private Containers or Trailers ONLY).
27. Blacks (carbon gas or oil blacks), lampblacks or vegetable blacks, dry NEC, not activated. No dyes or dyestuffs. Low grade only with enclosed air sealed packaging requirement. (Privates only)
28. Coal or coke, charcoal products only, require enclosed packaging. (Privates only).
29. Raw wooden logs must be banded together to prevent the lading from pressing against the Container or Trailer side walls. Bull boards or other longitudinal securement is needed to prevent any lading from contacting the rear doors. Use STCC 24-111-65. (May be shipped in Private Containers or Trailers ONLY).
30. Trailers, modular housing, prefabricated housing, modular or prefabricated offices, carts, freight or passenger. Buildings, houses or offices; fabricated or portable. Units must ship empty. No other lading or equipment, that is not mechanically mounted in the unit, will be allowed to ship. Each Container or Trailer must meet AAR M930 specifications and trailers must meet AAR M931 specifications. Use STCC 42-211-30.
31. Used batteries (electric) spent, with or without chemicals, (STCC: 40-291-35 (Dry Cell batteries electric, spent, having value for reclamation of materials), 40-291-97 (Scrap batteries, old, spent, with chemicals having value for reclamation of materials), 36-911-NN (storage batteries or plates), 36-921-NN (primary batteries, wet or dry)). Each individual cell or battery **MUST** be separately packaged in a UN Code-approved non-metallic outer package that completely encloses each cell or battery to prevent any movement within the package as well as to avoid any short circuits during transport. (May be shipped in Private Containers or Trailers ONLY).
32. Used business equipment, office furnishings, or furniture. Use STCC 41-112-10.
Used household goods, furnishings, or furniture. Use STCC 41-116-15.
34. Used machinery (STCC 41-114-45, 41-115-30), equipment (STCC 41-112-NN), auto parts (STCC 41-114-74); assembled or in components. All fluids **must be completely drained**. The lading must be properly packaged to prevent any residual fluids from leaking out of packaging and into and/or out of Container or Trailer. Additionally, all machinery or equipment with a battery is required to have the battery completely disconnected and the battery terminals insulated to prevent accidental operation, arcing, or any short circuit while in-transit.
35. Used tires. Use STCC 40-261-25.
36. Domestic shipments of Consumer Electronics. Union Pacific's liability for the contents of any Domestic

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Page: 5 of 7
Item: 520-AB
Continued on next page

Intermodal shipments of Consumer Electronics will be limited to \$100,000.00. However, the maximum liability limit described in MITA Item 310-series can be obtained by contacting UPRR Shipment Quality at 402-544-3791 to obtain a high value STCC and providing an executed seal agreement and complying with all the terms and conditions therein. (See MITA Item 345-series).

37. Any LTL (Less than Truckload) Shipment lot.
38. United States Mail of any kind.
39. Packages and/or parcels of any kind moving over the lines of UPRR that are consigned to UPRR by any private expedited courier service, e.g. UPS or FedEx, etc.
40. Shipments of commodities, defined in Bureau of Explosives Tariff BOE-6000-series as Division 1.1 and 1.2 Explosives (HazMat Codes 4901).
41. Shipments of new auto parts, or components, (STCC 37-14N-NN, 41-114-65 or 41-114-71), moving as a full Container or Trailer configuration, in either Private Equipment or railroad owned, controlled or leased Container or Trailer of any length. Shipments of new auto parts moving over the lines of UPRR that comply with the provisions of this Item 520 will be subject to the Cargo Loss and Damage Provisions as published in Item 310 of this MITA.
42. Any Container or Trailer shipment of food for animal or human consumption that is, (i) not shipped in completely enclosed packaging, (ii) sealed with a minimum 3/16" cable or bolt seal, and (iii) when submitting billing to UPRR is not correctly identified in the N9 segment, (N9 01 = 2K, N9 02 = FDA, N9 03 = FSMA), will be considered a Restricted Article when moving over the lines of UPRR. In the event of loss or damage those Shipments that meet the requirements outlined in (i), (ii) and (iii) will be eligible for the cargo loss and damage provisions outlined in Item 310 of this MITA. Shipments that fail to meet any of the requirements of this paragraph will be restricted to the loss and damage limitations of section B(e) of this item 520.

UPRR reserves the right to refuse Commodities in addition to those listed in this Item 520 at its sole discretion.

If there are any questions regarding the correct STCC to apply, or for further assistance with a STCC, contact your UPRR Business Representative or UPRR Shipment Quality (402-544-3592 or 402-544-4622).

APPLICATION AND PROHIBITED ARTICLES CHARGES

COLUMN	PROHIBITED ARTICLES APPLICATION RULES		
1.	PROHIBITED ARTICLES charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP		
From:	ALL LOCATIONS GROUP		
To:	ALL LOCATIONS GROUP	50000.00	UP
Issued:	April 10, 2018	MITA 2-A	Page: 6 of 7
Effective:	May 1, 2018		Item: 520-AB
			Continued on next page

APPLICATION AND RESTRICTED ARTICLES CHARGES			
COLUMN	RESTRICTED ARTICLES APPLICATION RULES		
1.	RESTRICTED ARTICLES charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP		
From:	ALL LOCATIONS GROUP		
To:	ALL LOCATIONS GROUP	10000.00	UP
Issued:	April 10, 2018	MITA 2-A	Page: 7 of 7
Effective:	May 1, 2018		Item: 520-AB
			Concluded on this page

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

ALLOCATIONS GROUP

ALBERTA *	SINALOA *
AGUASCALIENTES *	SASKATCHEWAN *
ALASKA *	SAN LUIS POTOSI *
ALABAMA *	SONORA *
ARKANSAS *	TLAXCALA *
ARIZONA *	TAMAULIPAS *
BRITISH COLUMBIA *	TENNESSEE *
BAJA CALIFORNIA *	TEXAS *
CALIFORNIA *	UTAH *
CHIAPAS *	VIRGINIA *
CHIHUAHUA *	VERACRUZ *
COLIMA *	VERMONT *
COLORADO *	WASHINGTON *
CONNECTICUT *	WISCONSIN *
COAHUILA *	WEST VIRGINIA *
DISTRICT OF COLUMBIA *	WYOMING *
DELAWARE *	ZACATECAS *
DISTRITO FEDERAL *	
DURANGO *	
ESTADO DE MEXICO *	
FLORIDA *	
GEORGIA *	
GUANAJUATO *	
GUERRERO *	
HIDALGO *	
HAWAII *	
IOWA *	
IDAHO *	
ILLINOIS *	
INDIANA *	
JALISCO *	
KANSAS *	
KENTUCKY *	
LOUISIANA *	
MASSACHUSETTS *	
MANITOBA *	
MARYLAND *	
MAINE *	
MICHOACAN *	
MICHIGAN *	
MINNESOTA *	
MISSOURI *	
MORELOS *	
MISSISSIPPI *	
MONTANA *	
NAYARIT *	
NEW BRUNSWICK *	
NORTH CAROLINA *	
NORTH DAKOTA *	
NEBRASKA *	
NEWFOUNDLAND *	
NEW HAMPSHIRE *	
NEW JERSEY *	
NUEVO LEON *	
NEW MEXICO *	
NOVA SCOTIA *	
NORTHWEST TERRITORIES *	
NEVADA *	
NEW YORK *	
OAXACA *	
OHIO *	
OKLAHOMA *	
ONTARIO *	
OREGON *	
PENNSYLVANIA *	
PRINCE EDWARD ISLAND *	
QUEBEC *	
PUERTO RICO *	
PUEBLA *	
QUERETARO *	
QUINTANA ROO *	
RHODE ISLAND *	
SOUTH CAROLINA *	
SOUTH DAKOTA *	

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: April 10, 2018
Effective: May 1, 2018

MITA 2-A

Appendix A Page: 1 of 1
Item: 520-AB



MITA 2-A

Item: 530-C
HAZARDOUS MATERIAL SHIPMENTS

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-530-C

STCC/GROUP	STCC	DESCRIPTION
ALL STCCS	01-48	All Commodities

GENERAL RULE ITEM 530

HAZARDOUS MATERIAL SHIPMENTS

- A. Shipments of Hazardous Materials and hazardous substances are subject to United States Department of Transportation regulations as reprinted in Bureau of Explosives Tariff BOE-6000 series. <http://www.aar.org>
- B. When tendering a Shipment of Hazardous Materials or hazardous substances to UPRR, the Shipper must:
1. Properly describe the material in providing in the shipping instructions the description for each hazardous material as required in DOT's hazardous materials regulations, 49 C.F.R., Part 172, Subject C.
 2. If UPRR is the first transporting rail carrier, certify that the materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation in accordance with DOT regulations.
 3. Comply with AAR Intermodal Loading Guide. UPRR's Shipment Quality representative must approve any exceptions to the loading and bracing methods prior to movement.
- C. Failure to disclose to UPRR the presence of a Hazardous Material, hazardous substance, or hazardous waste, or failure to comply with the requirements above, shall make the Shipper liable for all loss and damage sustained by the UPRR, its employees or by third parties resulting in whole or in part from such failure to comply. Shipper will also be held responsible for the cost, if any, incurred by UPRR of decontamination and/or rehabilitation of the Intermodal Unit or any other shipping conveyance with regard Shipper's failure to comply with requirements in this Item 530. SHIPPER SHALL FURTHER INDEMNIFY AND SAVE UPRR HARMLESS FROM THE COST OF ANY SPILL, RESPONSE, MITIGATION, CLEAN-UP AND ULTIMATE DISPOSAL RESULTING FROM FAILURE TO COMPLY WITH THIS ITEM.
- D. If a Shipment requires transfer, adjustment, or re-packing while enroute, Shipper will be required to pay all associated costs, unless necessitated by proven negligence on the part of UPRR.
- E. Units discovered leaking at the UPRR's destination Intermodal Terminal will not be allowed to leave the premises until the Receiver or Shipper:
1. Arranges to have the leak repaired,

Issued: December 6, 2017
Effective: January 1, 2018

MITA 2-A

Page: 1 of 2
Item: 530-C
Continued on next page

2. Makes arrangements, to UPRR's complete satisfaction to;
 - a. any Intermodal Terminal site contamination or
 - b. Agrees to reimburse UPRR for any expense incurred by UPRR to remediate the Intermodal Terminal site, and
 3. Obtains permission from the appropriate Government authorities to move the Shipment. The Receiver shall sign UPRR's receipt before the Shipment is removed from UPRR's Intermodal Terminal premises. The Receiver or Shipper, as the case may be, thereby assumes liability.
- F. Shipments containing Hazardous Materials will not be accepted without shipping papers containing proper Hazardous Material description. Shippers tendering Intermodal Units that are not placarded as containing Hazardous Materials, but are later determined by UPRR or any other entity to contain Hazardous Materials will be considered by UPRR to be an inaccurately identified and subject to, at UPRR's sole discretion, a surcharge published herein per Intermodal Unit will be assessed. This charge shall be in addition to all other applicable charges that may apply to the Shipment.
- G. In lieu of specific SCQ (Special Commodity Quote) for Hazardous Material, UPRR has implemented a Hazardous Material Surcharge, which will be assessed in addition to line haul freight charges. (See Item 791 Hazardous Material Surcharge).
- [a]
- H. A charge as published herein, per occurrence, will be assessed to the shipper or consignee identified on the waybill when a Non-Accident Release (NAR) of Hazardous Material is caused by or is the result of the acts or omissions of such shipper or consignee, while an Intermodal Unit is in Union Pacific's possession and/or is on Union Pacific's property. Please refer to the Directory of Hazardous Materials Shipping Descriptions (as published by Railinc Corporation and amended from time to time), Section 1 - Part 2 and Section 2 - Part 2 for a complete listing of applicable Hazardous Material Commodities.

APPLICATION AND HAZARDOUS MATERIAL SHIPMENT CHARGES			
COLUMN	HAZARDOUS MATERIAL SHIPMENT APPLICATION RULES		
1.	HAZARDOUS MATERIAL SHIPMENT charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS GROUP		
From:	ALL LOCATIONS GROUP		
To:	ALL LOCATIONS GROUP	3000.00	UP
APPLICATION AND undefined RATE TYPE - not in GPE CHARGES			
COLUMN	undefined RATE TYPE - not in GPE APPLICATION RULES		
1.	undefined RATE TYPE - not in GPE charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:		
		Col 1 Amount	Route Code / Group
STCC Group:	ALL STCCS GROUP		
From:	ALL LOCATIONS GROUP		
To:	ALL LOCATIONS GROUP	^ 3000.00	UP
Issued: December 6, 2017 Effective: January 1, 2018 MITA 2-A Page: 2 of 2 Item: 530-C Concluded on this page			

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

ALLOCATIONS GROUP

ALBERTA
AGUASCALIENTES *
ALASKA *
ALABAMA *
ARKANSAS *
ARIZONA *
BRITISH COLUMBIA *
BAJA CALIFORNIA *
CALIFORNIA *
CHIAPAS *
CHIHUAHUA *
COLIMA *
COLORADO *
CONNECTICUT *
COAHUILA *
DISTRICT OF COLUMBIA *
DELAWARE *
DISTRITO FEDERAL *
DURANGO *
ESTADO DE MEXICO *
FLORIDA *
GEORGIA *
GUANAJUATO *
GUERRERO *
HIDALGO *
HAWAII *
IOWA *
IDAHO *
ILLINOIS *
INDIANA *
JALISCO *
KANSAS *
KENTUCKY *
LOUISIANA *
MASSACHUSETTS *
MANITOBA *
MARYLAND *
MAINE *
MICHOACAN *
MICHIGAN *
MINNESOTA *
MISSOURI *
MORELOS *
MISSISSIPPI *
MONTANA *
NAYARIT *
NEW BRUNSWICK *
NORTH CAROLINA *
NORTH DAKOTA *
NEBRASKA *
NEWFOUNDLAND *
NEW HAMPSHIRE *
NEW JERSEY *
NUEVO LEON *
NEW MEXICO *
NOVA SCOTIA *
NORTHWEST TERRITORIES *
NEVADA *
NEW YORK *
OAXACA *
OHIO *
OKLAHOMA *
ONTARIO *
OREGON *
PENNSYLVANIA *
PRINCE EDWARD ISLAND *
QUEBEC *
PUERTO RICO *
PUEBLA *
QUERETARO *
QUINTANA ROO *
RHODE ISLAND *
SOUTH CAROLINA *
SOUTH DAKOTA *

SINALOA *
SASKATCHEWAN *
SAN LUIS POTOSI *
SONORA *
TLAXCALA *
TAMAULIPAS *
TENNESSEE *
TEXAS *
UTAH *
VIRGINIA *
VERACRUZ *
VERMONT *
WASHINGTON *
WISCONSIN *
WEST VIRGINIA *
WYOMING *
ZACATECAS *

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

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Effective: January 1, 2018

MITA 2-A

Appendix A Page: 1 of 1
Item: 530-C



MITA 2-A

Item: 535
SHIPMENT OF EXPLOSIVES

SHIPMENT OF EXPLOSIVES

Shipments of commodities, defined in Bureau of Explosives Tariff BOE-6000-series as Division 1.1 and 1.2 Explosives (HazMat Codes 4901) will be handled by UPRR only when shipments are for the United States military. These shipments are prohibited from moving over the lines of UPRR in commercial intermodal service (see Item 520-G PROHIBITED AND RESTRICTED ARTICLES).

In order to comply with new Transportation Security Administration's Rail Transport Security regulations regarding the positive hand-off of shipments of commodities, defined in Bureau of Explosives Tariff BOE-6000-series, as Division 1.3 Explosives (HazMat Codes 4902), shipments of Division 1.3 Explosives will only be handled to/from UPRR Intermodal Terminal facilities. On-dock shipments of these commodities will not be accepted. All shipments of Division 1.3 (HazMat Codes 4902) must be drayed to/from UPRR Intermodal Terminal facilities. No shipment will be interchanged to/from other railroads.

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MITA 2-A

Page: 1 of 1
Item: 535
Concluded on this page



MITA 2-A

Item: 540-E
METAL PRODUCTS SHIPPED IN INTERMODAL UNITS

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-540-E

STCC/GROUP	STCC	DESCRIPTION
METAL		
	33121	Steel Ingot Or Semi-Finished Shapes
	33123	Iron Or Steel Sheet Or Strip

GENERAL RULE ITEM 540

METAL PRODUCTS SHIPPED IN INTERMODAL UNITS

[c]

The following lists of metal products when shipped in an Intermodal Unit on UPRR shall be considered a Restricted Commodity. In addition to the special terms and conditions set forth in sections A), B) and C) of this Item 540, a special AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR (example follows paragraph C) herein) must be signed by the Shipper and on file with UPRR not less than twenty-four (24) hours prior to tender of the Intermodal Unit to UPRR.

Failure to follow any of the special terms and conditions as set forth in this MITA, by any party tendering to UPRR any coiled metal products described below herein, and those terms set forth in the AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR will result in that party being fully liable for any incident and all associated costs resulting from tendering an Intermodal Unit containing any coiled metal product to UPRR. This liability may include, but is not limited to; derailments, injuries, death, damage or destruction of property, equipment, Commodity, or UPRR Intermodal Terminal or train operation interruption costs.

THE SHIPPER, OR ANY PARTY TENDERING COILED METAL PRODUCTS ON BEHALF OF SHIPPER, SHALL DEFEND, INDEMNIFY AND HOLD UPRR HARMLESS FROM AND AGAINST ANY ACTS OF NEGLIGENCE OR DAMAGES OF WHATSOEVER KIND RESULTING FROM A PARTY FAILURE TO FOLLOW THE PROVISIONS OF THIS ITEM 540.

STCC No Commodity Description

3312145 - STEEL, SEMI-FINISHED, IN LENGTHS (COLD REDUCTION BREAKDOWNS) IN ROLLS

3312332 - SHEET, STEEL, (SHEET STEEL) IN COILS. PLAIN OR GALVANIZED

3312340 - SHEET, IRON OR STEEL FLAT OR IN COILS. GALVANIZED AND LAMINATED WITH THERMOPLASTIC COAL TAR BASED RESIN ON ONE SIDE AND A POLYMER COATING ON THE REVERSE SIDE

3312346 - STEEL, STRIP, IN COILS

3312350 - SHEETS, HOT ROLLED, IRON OR STEEL 13 GAUGE OR THICKER IN COILS

3312355 - SHEETS, COLD ROLLED, IRON OR STEEL, IN COILS, FOR GALVANIZING. IN STRAIGHT OR MULTIPLE LOADS

3312445 - WIRE RODS, IRON OR STEEL ROLLED

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 5
Item: 540-E
Continued on next page

3312455 - RODS, IRON OR STEEL, COILED, ROUGH HOT ROLLED

3315120 - WIRE ROPE OR STRAND, IRON OR STEEL

3315130 - WIRE CABLE, IRON OR STEEL, NOT INSULATED

3315530 - WIRE, COPPER CLAD OR COPPERWELD STEEL, COVERED, INSULATED OR PLAIN

3315532 - WIRE ROPE OR STRAND, IRON OR STEEL

3315535 - WIRE STRAND, IRON OR STEEL, ALUMINUM COATED

3315541 - WIRE, IRON OR STEEL PLASTIC COATED

3315545 - WIRE, IRON OR STEEL, ACID COPPERED, GALVANIZED, PAINTED, PLAIN OR TINNED,
OR ALUMINUM, BRASS, BRONZE, CADMIUM OR COPPER COATED, NEC

3352112 - ALUMINUM SHEET, HOT ROLLED, IN COILS

3352335 - RODS, ALUMINUM OR ALUMINUM ALLOY

3356951 - BARS, PIPE, PLATES, RINGS, RODS, SHEETS, STRIP OR TUBING, OR OTHER FORMS OR
SHAPES, NEC, METAL OR METAL ALLOY, NEC, NOT IRRADIATED NOR REQUIRING
PROTECTIVE SHIELDING

3357110 - ALUMINUM OR ALUMINUM ALLOY WIRE, SOLID OR WITH STEEL CORE, PLAIN

3357120 - CABLE, ELECTRIC, ALUMINUM, NEC, NOT INSULATED, WITH OR W/O STEEL CORES

3357210 - WIRE, BRASS, BRONZE OR COPPER, PLAIN

3357215 - WIRE ROPE OR STRAND, BRASS, BRONZE OR COPPER, PLAIN

3357220 - WIRE ROPE OR STRAND, BRASS, BRONZE OR COPPER, WITH STRANDS OF STEEL
WIRE

3357225 - CABLE, ELECTRIC, BRASS, BRONZE OR COPPER, NEC

3357320 - WIRE, LEAD

3357345 - WIRE, NICKEL, NICKEL-COPPER OR NICKEL IRON CHROMIUM ALLOY

3357350 - WIRE, FERRO-COBALT-NICKEL ALLOY

3357360 - WIRE, ZINC OR ZINC ALLOY

3357361 - WIRE, METAL, NEC, OR METAL ALLOY, NEC, NOT IRRADIATED NOR REQUIRING
PROTECTIVE SHIELDING

3357362 - WIRE, MOLYBDENUM, NEC, NOT IRRADIATED NOR REQUIRING PROTECTIVE SHIELDING

3357390 - WIRE, NEC

3357410 - WIRE, BRASS, BRONZE OR COPPER, COVERED OR INSULATED

3357415 - WIRE ROPE OR STRAND, BRASS, BRONZE OR COPPER, COVERED OR INSULATED

3357420 - ALUMINUM OR ALUMINUM ALLOY WIRE, SOLID OR WITH STEEL CORE, INSULATED

3357423 - CABLE ELECTRIC, ALUMINUM, NEC, INSULATED, WITH OR W/O STEEL CORES

3357425 - CABLE, ELECTRIC, ALUMINUM, BRASS, BRONZE OR COPPER, STEEL ARMORED, LEAD
COVERED OR ARMORED LEAD COVERED

3357445 - WIRE, IRON OR STEEL, COVERED OR INSULATED, NEC

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 2 of 5
Item: 540-E
Continued on next page

3481610 - BARBED OR TWISTED WIRE, IRON OR STEEL, ACID COPPERED, GALVANIZED, PAINTED, PLAIN OR TINNED OR ALUMINUM, BRASS BRONZE, CADMIUM OR COPPER

3481615 - WIRE, BARBED, ALUMINUM OR ALUMINUM ALLOY, SOLID OR WITH STEEL CORE

3499466 - RODS, IRON OR STEEL, ALUMINUM COATED, COILED (NOT ALUMINUM RODS WITH STEEL CORE)

3499468 - WIRE, ALUMINUM OR ALUMINUM ALLOY, COPPERCLAD

A. General Blocking and Bracing Requirements:

1. Shipments of coils, rolls, reels, or spools (Commodity(ies)) must be palletized or on the prescribed load roll Pallet (LRP) or an equivalent weight distribution device.
2. Maximum weight of coils, rolls, reels, or spools is 12,500 lbs. or 5,681.8 kg or as amended by contract addendum.
3. All Commodities must be blocked and braced with 2 inch by 6 inch (2x6) laminated (two high independently nailed) dimensional lumber in the lateral and longitudinal direction with 16 penny nails applied in a staggered nailing pattern spaced 4 to 5 inches apart.
4. When loading heavy or concentrated weight Commodities, no more than 25,000 lbs. may be uniformly distributed over any 10 linear feet within the Intermodal Unit. In lading with small supporting bases, no more than 3,500 lbs. may be on a floor area of less than 25 square inches (minimum dimension 3.1 inchx8 inch) with such areas no closer than 35 inches to one another.
5. Coil strips (slits) must be unitized in stacks not to exceed 45 inches high and secured to the Pallet.

B. Rate Authority: Rates applicable on Shipments of coiled, rolled, reeled or spooled metal products described in this Item are published in Special Commodity Quote (SCQ) 46133, or any special rates agreed to and published by UPRR in SCQ's.

C. Required Signed Agreement: Prior to UPRR's acceptance of Intermodal Units containing any of the Commodities listed above in this Item 540, Shippers, Intermodal Marketing Companies (IMC's), Ocean Carriers, Brokers, or their Agents are required to enter into a signed agreement with UPRR agreeing to the provisions of this Item 540 which outlines the conditions under which UPRR will accept Shipments of coiled, reeled, spooled or rolled metal products for transportation in Intermodal service. To obtain a written copy of the "AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR" contact:

Union Pacific Railroad Company
Union Pacific Center
Shipment Quality
1400 Douglas Street, Stop 1330
Omaha, NE 68179
Phone: (402) 544 -3791
Fax: (402) 501-0143

Failure by any of the above mentioned responsible parties to execute this AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR shall not relieve that party from any of the terms and conditions thereof.

AGREEMENT TO SHIP METAL PRODUCTS IN INTERMODAL UNITS WITH UPRR

Shippers tendering Shipments of Commodities covered by this Item 540 are required to enter into the following agreement:

- (a) All items described above must be shipped in an Intermodal Unit that is suitable for the

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 3 of 5
Item: 540-E
Continued on next page

Shipment of concentrated loads. The Intermodal Unit must be approved by the equipment owner/supplier for the Shipment of metal products and meet all current governmental regulations, trucking, and A.A.R. standards.

- (b) The maximum weight per coil, roll, reel, or spool is 12,500 lbs, or as may be provided in a contract between the parties that makes reference to this MITA. The maximum total cargo in the Intermodal Unit must not exceed the manufacturer's specifications or government regulations.
- (c) All coiled, rolled, reeled or spooled metal products must be securely fastened by an accepted method to a load roll Pallet or similar weight distribution system and that distributes the weight of the Shipment evenly across the floor surface of the Intermodal Unit. The weight distribution device must be capable of withstanding the rigors of rail transportation and approved by UPRR's Shipment Quality or Mechanical Maintenance Group.
- (d) Coiled, rolled, reeled or spooled metal products are prohibited from shipping as FAK (Freight All Kinds) and must be clearly identified on shipping papers by the appropriate STCC number and commodity description. In addition, the notation "Coiled, Rolled, Reeled or Spooled Metal Product" must clearly appear on all shipping papers and Waybill.
- (e) The Intermodal Unit must be inspected by the Shipper prior to loading to determine its suitability for high density Shipments, to detect the existence of any structural damage, rust or other condition that would render the Intermodal Unit unfit for service for transporting coiled, reeled, rolled or spooled metal products. Shipper's failure to detect any structural damage or any defect that would render the Intermodal Unit unfit for the transport of coiled metal products shall not relieve it from any damages resulting from failure of the Intermodal Unit during transit.
- (f) Shipments of metal coiled, reeled, rolled or spooled products must comply with and will be subject to all other provisions of this MITA.
- (g) Following the above guidelines will be evidence of the Shipper's due care.
- (h) ANY PARTY TENDERING THE CARGO TO UPRR COMPANY AGREES TO INDEMNIFY AND HOLD UPRR AND ALL OTHER RAILCARRIERS HARMLESS FOR ANY AND ALL DAMAGES RESULTING FROM THE TRANSPORTATION OF COILED, ROLLED, REELED, OR SPOOLED METALPRODUCTS TENDERED BY THE WAYBILL SHIPPER, OR ANY OF ITS AGENTS. All parties tendering the cargo acknowledge its familiarity with all aspects of this MITA, the requirements for proper loading, the A.A.R. loading requirements.
- (i) As an alternative to the conditions set forth in sub paragraph (h), the party tendering the cargo can provide written verification that the tendering party and every party that has shipped, loaded or arranged transportation of the metal coils, reels, rolls or spools has in force a policy of insurance covering its business activities and expressly covering the shipment of or the handling of metal coils, in the amount of \$1,000,000.00 (One Million Dollars), which names UPRR as additional insured.
- (j) Any Shipment that fails to comply with the conditions set forth above will be removed from transportation and placed in storage pending further disposition. The entity tendering the Commodity who fails to comply with the above guidelines will be assessed an additional surcharge of **\$10,000.00 (Ten Thousand Dollars)**, for each Intermodal Unit, as liquidated damages to cover the cost of additional handling or any disruption of service. Storage Charges and recouping charges will be in addition to all other applicable transportation charges. UPRR may, at its option, retain the Shipment until all fees and costs, including liquidated damages have been paid.
- (k) The above conditions are minimum standards and do not relieve the Shipper of its

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 4 of 5
Item: 540-E
Continued on next page

Date _____	Actual Shipper _____	Representing _____
Date _____	Shipper's Agent _____	Representing _____
Date _____	Waybill Shipper _____	Representing _____
Date _____	Equipment Provider _____	Representing _____

COLUMN	METAL SHIPMENT APPLICATION RULES	
1.	METAL SHIPMENT charges are in U.S. dollars Per Intermodal Unit and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: METAL GROUP		
From: ALL LOCATIONS GROUP		
To: ALL LOCATIONS GROUP	10000.00	UP

Page: 5 of 5
Item: 540-E
Concluded on this page

APPENDIX A ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS	
ALL LOCATIONS GROUP	SOUTH DAKOTA *
ALBERTA	SINALOA *
AGUASCALIENTES *	SASKATCHEWAN *
ALASKA *	SAN LUIS POTOSI *
ALABAMA *	SONORA *
ARKANSAS *	TLAXCALA *
ARIZONA *	TAMAULIPAS *
BRITISH COLUMBIA *	TENNESSEE *
BAJA CALIFORNIA *	TEXAS *
CALIFORNIA *	UTAH *
CHIAPAS *	VIRGINIA *
CHIHUAHUA *	VERACRUZ *
COLIMA *	VERMONT *
COLORADO *	WASHINGTON *
CONNECTICUT *	WISCONSIN *
COAHUILA *	WEST VIRGINIA *
DISTRICT OF COLUMBIA *	WYOMING *
DELAWARE *	ZACATECAS *
DISTRITO FEDERAL *	
DURANGO *	
ESTADO DE MEXICO *	
FLORIDA *	
GEORGIA *	
GUANAJUATO *	
GUERRERO *	
HIDALGO *	
HAWAII *	
IOWA *	
IDAHO *	
ILLINOIS *	
INDIANA *	
JALISCO *	
KANSAS *	
KENTUCKY *	
LOUISIANA *	
MASSACHUSETTS *	
MANITOBA *	
MARYLAND *	
MAINE *	
MICHOACAN *	
MICHIGAN *	
MINNESOTA *	
MISSOURI *	
MORELOS *	
MISSISSIPPI *	
MONTANA *	
NAYARIT *	
NEW BRUNSWICK *	
NORTH CAROLINA *	
NORTH DAKOTA *	
NEBRASKA *	
NEWFOUNDLAND *	
NEW HAMPSHIRE *	
NEW JERSEY *	
NUEVO LEON *	
NEW MEXICO *	
NOVA SCOTIA *	
NORTHWEST TERRITORIES *	
NEVADA *	
NEW YORK *	
OAXACA *	
OHIO *	
OKLAHOMA *	
ONTARIO *	
OREGON *	
PENNSYLVANIA *	
PRINCE EDWARD ISLAND *	
QUEBEC *	
PUERTO RICO *	
PUEBLA *	
QUERETARO *	
QUINTANA ROO *	
RHODE ISLAND *	
SOUTH CAROLINA *	

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Appendix A Page: 1 of 1
Item: 540-E



MITA 2-A

Item: 545-A
ON-DOCK SERVICES

1. **On-Dock Services:** Customer has the option to request the Railroad to provide transportation services to and from Customer's on-dock facility. This service will be coordinated with Customer's vessel schedule and on-dock facility schedule. Railroad and Customer agree to use their best effort to meet the interest of both Parties when on-dock service is requested.
2. **On-Dock Loading Guidelines:**
 - A. **Administration:**
 - 1) On-dock cars/trains will not be pulled without complete Container billing information.
 - 2) Billing must be submitted via EDI or be billed via Railroad's website (404 Format) at least sixty (60) minutes prior to gate arrival. Exception to this is Hazardous waste (48 series HMRC STCC) until electronic billing of hazardous waste materials is approved by appropriate US Government agencies and railroads.
 - 3) Load Plan must be submitted via EDI (418 Format) three (3) hours in advance of train departure/pull.
 - 4) Seven (7) day advance car requirement forecast is required.
 - 5) Customer either directly or through its pier lift operator will work closely with Railroad in an effort to provide Railroad with three (3) day advance Container forecast by destination, so that Railroad may coordinate required resources to provide efficient on-dock rail service.
 - 6) Seals will not be verified on-dock, by Railroad.
 - B. **Loading Restrictions:**
 - 1) Hazardous Material loads complying with MITA Item 530, properly placarded, billed (via fax or EDI), loaded on or off-dock will be accepted.
 - 2) Concentrated loads as outlined in MITA Item 540, to include but not limited to metal Coil loads, will only be accepted with UP's prior approval of the load and its blocking and bracing and compliance with UP Circulars, billed, and loaded on or off-dock.
 - 3) Flat racks loaded on-dock will not be accepted.
 - 4) Open Top Containers loaded on-dock will not be accepted.
 - 5) Over dimensional loads loaded on-dock will not be accepted.
 - 6) Refrigerated Containers loaded on or off-dock will be accepted, per the terms of MITA Item 550. Railroad will treat these shipments as regular dry Containers. Any necessary monitoring service should be arranged by Customer.
 - C. **Equipment Utilization:**
 - 1) Must achieve a monthly average of at least 95% slot utilization for on-dock movements.
 - 2) Cars must be released to Union Pacific within 48 hours of arrival at on-dock facility. After 48 hours, storage charges may apply. Cars may be left at on-dock facility longer than 48 hours free of storage charges only with agreement between customer and Union Pacific. I.e., If customer requires additional time AND Union Pacific does not need the rail car(s), agreements might be made between customer and Union Pacific to extend free-time.
 - 3) Customer will coordinate with eastern rail carriers to provide only DST equipment destined to their on-dock terminals.
 - D. **Blocking / Train Make-up:**
 - 1) Originating cars must be blocked to one destination only (i.e. all Containers on a car must be going to the same destination).
 - 2) Must adhere to all AAR, UP, and foreign RR car position requirements.
 - 3) Must tender twenty-five (25) x 5 well double stack equivalent cars to one destination in order to be considered for unit train movement.

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MITA 2-A

Page: 1 of 2
Item: 545-A
Continued on next page

- 4) Union Pacific may at its discretion attach additional freight to unit train movements.

E. Stub Blocks:

- 1) Stub block traffic is less-than-unit-train traffic. Stub block destinations must be mutually agreed upon by Customer and Railroad. Three (3) intermodal rail cars that are 5-well double stack equivalent cars loaded to one destination are required to create a stub block.
- 2) Each stub block and each double stack car must be loaded to one destination and cannot be co-mingled with traffic to various destinations.
- 3) Each flat car in the stub block must be fully loaded to maximize slot utilization. Fully loaded is defined as four (4) of the 5-well double stack equivalents loaded at a 100% slot utilization, with the fifth well loaded with an average of 95% slot utilization.
- 4) Due to possible changes to market conditions and/or operating circumstances, Railroad reserves the right to alter or restrict stub block service to/from on-dock facilities.
- 5) Both unit trains and on-dock blocks are limited to open lanes established by Railroad Service Design.

F. Service Design:

- 1) Customer will utilize On-Dock for movements in conjunction with Railroad only in origin/destination pairs as mutually agreed to by Customer and Railroad.
- 2) Customer will attempt to provide Railroad with thirty (30) days notice should changes to existing operations be necessary. Customer is aware that Railroad service design changes typically require thirty (30) days to process.
- 3) Should Customer require or desire additional origin/destination pairs, Customer will attempt to make request at least thirty (30) days prior to the need for the additional origin/destination pair. Customer is aware that new service design typically requires thirty (30) days to process. Such request is subject to agreement by Railroad.



MITA 2-A

Item: 550-F
REFRIGERATED &/OR FROZEN SHIPMENTS

Temperature Controlled, Refrigerated and/or Frozen Shipments

[c]

(Provisions of this Item 550-series apply only to shipments being transported in privately owned or controlled ISO marine containers (Container) moving in Intermodal rail service.)

EQUIPMENT:

UPRR will ONLY accept shipments moving in privately owned or controlled ISO marine containers (Containers) with operating temperature-controlled devices that are accompanied by complete shipping instructions and other applicable requirements (See Item 230: Shipping Instructions.) Shipping lanes for transporting shipments of temperature controlled containers are limited; please contact your UPRR Marketing representative for additional details.

Shipper assumes all liability for damage and spoilage due to incorrect thermostat setting, or malfunction of any temperature controlled devices, units, recorders, or gauges on the Container(s), this includes but is not limited to refrigerant and fuel (See Item 310: Cargo Loss and Damage Provisions).

BILLING:

Customers shipping temperature controlled, refrigerated and/or frozen shipments must include a Mechanical Protective Service (MPS) flag on their 404 Bill of Lading. UPRR suggests that customers use a separate rate document in order for UPRR to track shipments.

CONTAINER REQUIREMENTS:

Shippers of temperature-controlled Containers must meet the following standards:

1. Portable heaters are prohibited. UPRR will not knowingly accept any Containers containing portable heaters.
2. Fuel tanks for operating temperature-controlled Containers may only contain diesel fuel. Containers with a broken or missing fuel tank cap will not be accepted.
3. Fuel gauges, temperature gauges, and thermostat controls, when present, must be visible and readable for inspections that may be conducted while the Containers are mounted on a railcar.
4. Shipper furnished Intermodal Units with mechanical refrigeration units must have an appropriate notice stenciled adjacent to the fuel intake in lettering not less than one (1) inch specifying the type of fuel to be used and the capacity of the fuel tank. The type of refrigerant used in the mechanical refrigeration unit must be shown on a tag or other appropriate notice affixed securely to the unit.
5. Containers containing temperature-controlled devices must be a standard width, length, and height that will allow the Containers to be loaded onto railcars suitable for transport of Intermodal Units over UPRR's rail lines.

TEMPERATURE-CONTROLLED INSPECTIONS:

UPRR will permit Mark-It Services (MIS), its sole contractor selected to represent temperature controlled shippers, onto UPRR property to inspect or fuel temperature-controlled Containers. When inspecting such Containers on UPRR property, MIS must meet UPRR requirements for inspection processes at origin, destination or in-transit points. Other Shipper inspection requirements may be addressed and can be clarified by contacting a UPRR Marketing Representative with the specific shipment requirements.

UPRR will not:

1. Permit any inspection, repair or refueling that will delay the movement of the train.
2. Be responsible for performing any inspections of fuel gauges, temperature gauges or thermostat controls.
3. Be responsible for any charges accruing as a result of MIS inspection or repair services. Such charges will be the sole responsibility of the party who contracted for such MIS Services.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 2
Item: 550-F
Continued on next page

TEMPERATURE INFORMATION:

UPRR reserves the right to inspect, but is NOT RESPONSIBLE for checking or monitoring any devices such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operations of temperature-controlled Containers.

UPRR will not be responsible to make such inspections or, in the event such inspections are made, for failure of UPRR to detect incorrectly set thermostats, improper thermometer readings, inadequate fuel supply, or any other defect with the temperature-controlled devices on the Containers. Any temperature information on the shipping instructions will be accepted as information only. Shipper assumes all liability for damage and spoilage caused by the Container's or device's incorrect thermostat setting, mechanical malfunction, operational failure, or lack of fuel or refrigerant. If for any reason UPRR or MIS refuels the Container's device with diesel fuel, the Shipper is responsible for the entire actual cost of the fuel plus the Fueling Service Charge and any applicable Ramp or In-transit inspection charge for each Container device unit requiring fuel. UPRR is not responsible for missing temperature-controlled devices or parts.

EMERGENCY SERVICES:

UPRR assumes no responsibility for emergency items (such as repairs, service, fuel, or supplies).

UPRR allows inspection and servicing of Intermodal Refrigerated Protective Service (IRPS) on shipments at the following locations. The availability for enroute shipment inspections and servicing is based on train schedules and therefore inspections and servicing may not be performed at every location listed below.

[c]

1. Santa Teresa, NM (Run Thru side only)
2. Salt Lake City, UT
3. North Platte, NE

Origin and destination inspections are available at some UPRR terminals. Please contact MIS for additional information.

Charges:

MIS charges that have been approved by UPRR for providing Intermodal Reefer Protective Service (IRPS) on UPRR rail lines are as follows:

- 1) Ramp Inspections = \$30.00 per unit
- 2) In-transit inspections = \$30.00 per unit
- 3) Fueling (Service Charge) = \$30.00 per unit
- 4) Diesel Fuel = Actual cost of the fuel used to refuel the Unit
- 5) Labor Rate = \$85.00 per hour
- 6) Arm-lift Charge (if applicable) = \$70.00 per unit
- 7) Materials = invoice + 20%

Neither UPRR, nor its agent MIS guarantee these services, and will not accept any freight loss or damage claim liability in the event UPRR or MIS is unable to provide the IRPS services. The provision of any IRPS service is subject to UPRR operating rules, regulations, and train schedules. Only those IRPS services will be attempted as can reasonably be accomplished by UPRR or MIS in a safe manner without delaying the Shipment(s).

For questions regarding IRPS services or to request any of the services listed above, please contact **Mark-It Services @ (732) 657-7200 or uprequests@mark-itservices.com**



MITA 2-A

Item: 555-B

TEMPERATURE CONTROLLED, REFRIGERATED AND/OR
FROZEN SHIPMENTS

Temperature Controlled, Refrigerated and/or Frozen Shipments

[c]

(Provisions of this Item 555 apply only to domestic shipments being transported in privately owned containers or trailers moving in intermodal rail service.)

EQUIPMENT

Domestic shipments moving in privately owned containers (Containers) or trailers (Trailers) with operating temperature-controlled devices over the lines of UPRR will be considered Restricted Shipments and must be tendered under a specific price authority for Restricted Articles. (See Item 520: Prohibited and Restricted Articles.)

UPRR will ONLY accept shipments in Containers or Trailers with operating temperature-controlled devices that are accompanied by complete shipping instructions and other applicable requirements (See Item 230: Shipping Instructions). Shipping lanes for transporting shipments of temperature controlled Containers or Trailers are limited. Contact your UPRR Marketing Representative for additional details.

Shipper assumes all liability for damage and spoilage due to the following:

- Incorrect thermostat setting,
- Malfunction of any temperature controlled devices, units, recorders, or gauges on the Containers or Trailers. This includes but is not limited to refrigerant and fuel (See Item 310: Cargo Loss and Damage Provisions).

CONTAINERS and TRAILERS REQUIREMENTS

Shippers of temperature-controlled Containers or Trailers must meet the following standards:

1. Portable heaters are prohibited. UPRR will not knowingly accept any Containers or Trailers containing portable heaters.
2. Fuel tanks for operating temperature-controlled Containers or Trailers may only contain diesel fuel. Containers or Trailers with a broken or missing fuel tank cap will not be accepted.
3. Fuel gauges, temperature gauges, and thermostatic controls, when present, must be visible and readable for inspections that may be conducted while the Containers or Trailers are mounted on a railcar.
4. Shipper furnished Intermodal Units with mechanical refrigeration units must have an appropriate notice stenciled adjacent to the fuel intake in lettering not less than one (1) inch specifying the type of fuel to be used and the capacity of the fuel tank. The type of refrigerant used in the mechanical refrigeration unit must be shown on a tag or other appropriate notice affixed securely to the unit.
5. Containers or Trailers containing temperature-controlled devices must be a standard width, length, and height that will allow the Containers or Trailers to be loaded onto railcars suitable for transport of Intermodal Units over UPRR's rail lines.

TEMPERATURE-CONTROLLED INSPECTIONS

UPRR will permit Mark-it Services (MIS), its sole contractor selected to represent temperature controlled shippers, onto UPRR property to inspect, repair, and/or fuel temperature-controlled Containers or Trailers. When inspecting or performing such services to Containers or Trailers on UPRR property, MIS must meet UPRR requirements for inspection processes at origin, destination, or in-transit points. Other Shipper inspection requirements may be addressed and can be clarified by contacting a UPRR Marketing Representative with the specific shipment requirements.

Issued: April 26, 2012
Effective: May 17, 2012

MITA 2-A

Page: 1 of 2
Item: 555-B
Continued on next page

UPRR will not:

1. Permit any inspection, repair or refueling that will delay the movement of a train
2. Be responsible for performing any inspections of fuel gauges, temperature gauges or thermostat control
3. Be responsible for any charges accruing as a result of MIS inspection or repair services. Such charges will be the sole responsibility of the party who contracted for such MIS Services

TEMPERATURE INFORMATION

UPRR reserves the right to inspect, but is **NOT RESPONSIBLE** for checking or monitoring any devices such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operations of temperature controlled Containers or Trailers.

UPRR will not be responsible to make such inspections or, in the event such inspections are made, for failure of UPRR to detect incorrectly set thermostats, improper thermometer readings, inadequate fuel supply, or any other defect with the temperature-controlled devices on the Containers or Trailers. Any temperature information on the shipping instructions will be accepted as information only. Shipper assumes all liability for damage and spoilage caused by the Container, Trailer or the device's incorrect thermostat setting, mechanical malfunction, operational failure, or lack of fuel or refrigerant. If for any reason UPRR or MIS refuels the Container's or Trailer's device with diesel fuel, the Shipper is responsible for the entire actual cost of the fuel plus the Fueling Service Charge and any applicable Ramp or In-transit inspection charge for each Container or Trailer device unit requiring fuel. UPRR is not responsible for missing temperature-controlled devices or parts.

EMERGENCY SERVICES

UPRR assumes no responsibility for emergency items (such as repairs, service, fuel, lack of or availability of tools and/or supplies).

Charges:

MIS charges that have been approved by UPRR for providing Intermodal Reefer Protective Service (IRPS) on UPRR rail lines are as follows:

- 1) Ramp Inspections = **\$30.00** per unit
- 2) In-transit inspections = **\$30.00** per unit
- 3) Fueling Service Charge = **\$30.00** per unit
- 4) Diesel Fuel = Actual cost of the fuel used to refuel the Unit
- 5) Labor Rate = **\$85.00** per hour
- 6) Arm-lift Charge (if applicable) = **\$70.00** per unit
- 7) Materials = invoice + 20%

Neither UPRR, nor its agent MIS guarantee these services, and will not accept any freight loss or damage claim liability in the event UPRR or MIS is unable to provide the IRPS services. The provision of any IRPS service is subject to UPRR operating rules, regulations, and train schedules. Only those IRPS services will be attempted as can reasonably be accomplished by UPRR or MIS in a safe manner without delaying the Shipment(s).

For questions regarding IRPS services or to request any of the services listed above, please contact Mark-It Services@ (732) 657-7200 or e-mail requests to uprequests@mark-itservices.com.

Issued: April 26, 2012
Effective: May 17, 2012

MITA 2-A

Page: 2 of 2
Item: 555-B
Concluded on this page



MITA 2-A

Item: 560-B
RETURN MOVEMENT OF PALLETS

PROVISIONS GOVERNING RETURN MOVEMENT OF PALLETS

[c]

This Item 560 governs the return movement of empty Pallets. The term "Pallet" includes Pallet sides, platforms, skids, fillers, separators, shrouds, covers, deck boards, metal braces or collapsible shipping bins or racks. Empty Pallets will be handled at prior agreed-upon rate levels that have been established specifically for the return of the empty Pallets.

This Item 560 is applicable **ONLY** when specific reference is made to this item. Rates referring hereto include the return of Pallets, subject to the following:

1. One Intermodal Unit of Pallets will be returned for each ten (10) or more inbound palletized loaded Intermodal Units. Return Shipments of Pallets must be made in one Intermodal Unit containing no more than the number of Pallets that were used in the loading of 10 or more inbound palletized Intermodal Units of Commodities billed at applicable rates.
2. Inbound Intermodal Units must be from one Shipper at one origin to one Receiver at one destination and returned Pallets must be consigned to the Shipper of the inbound loaded movement.
3. All inbound Intermodal Units must have moved via the same route and return movement of Pallets must be via the Reverse Route of the inbound movement.
4. Intermodal Units of empty returned Pallets shall be permitted to stop in-transit for partial unloading.
5. Intermodal Units of empty returned Pallets shall be subject to the storage and Flip charges referred to in this MITA.
6. Shipper must certify on the Bill of Lading the number of empty Pallets being returned.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 560-B
Concluded on this page



MITA 2-A

Item: 610-C
SHIPMENTS FOR EXPORT TO MEXICO

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-610-C

STCC/GROUP	STCC	DESCRIPTION
ALL STCCS	01-48	Farm Products / Waste Hazardous Materials Or Waste Hazardous Substances
HAZ STCC DIVERSION / DEMURRAGE	1471390	Potassium (Potash) Salts, Nec
	1471610	Sulphur (Brimstone), Other Than Crude
	1471910	Arsenic, Crude
	1471950-1471990	Nitrogen Salts, Agricultural, Crude / Cyanides, Crude, Nec, Or Cyanogen Salts, Crude, Nec
	1491915	Asbestos, Crude
	1491994	Nonmetallic Ores, Nec, Or Nonmetallic Ore Concentrates, Nec
	1925110	Guided Missiles, With Or Without Fuel, Warheads Or Other Incompatible Components
	1929110	Ammunition, Fixed, Cannon, With Empty, Inert-Loaded Or Solid Projectile
	1929125-1929135	Cartridge Cases Or Cart- Ridge Shells, Cannon, Empty, Primed / Projectiles For Cannon, Explosive
	1929145	Fuzes, Combination Per- Cussion, Tracer Or Time
	1929191	Ammunition, Fixed, Nec, For Cannon
	1929910	Rockets, Other Than Guided, With Empty Or Solid Heads, Or With Heads Filled With Inert Material
	1929915	Rockets, Nec, Other Than Guided
	1929921-1929924	Hand Or Rifle Grenades, Dummy Or Empty / Grenades, Smoke Or Tear Producing, Hand Or Rifle, Not Explosives
	1951235	Primers, Small Arms
	1961110	Cartridges, Small Arms, Blank Or Loaded, Nec, Or Small Arms Ammunition
	1961111	Cartridges, Small Arm, Loaded With Explosive Projectiles, Or 20 Mm With Incendiary Projectiles
	1991170-1991191	Dummy Charges Or Dummy Cartridges / Ordnance Stores, Nec
	2014450-2014488	Tankage, Garbage, Dry / Tankage, Crude, Other Than Feeding Not Containing Proteins Derived From Ruminants
	2034110	Copra (Dried Coconut Meat)
	2034125	Coconut, Prepared, Other Than Frozen
	2299233	Jute, Jute Lashings, Jute Rejections, Kenaf Or Benares Sunn
	2299435	Waste, Packing Or Wiping, Manufactured, Nec, Oiled
	2299519	Coconut Husk (Cocoa Or Coir) Fibre, Nec
	2299528	Fibre, Hemp, Manila Or Sisal
	2299537	Kapok Fibre
	2611150	Waste Paper Pulp, Wet
	2611215	Lignin Liquor (Concen- Trated Liquid Or Semi- Liquid Residue Or By- Product From The Manufac- Ture Of Sulphate Or Sulphite Wood Pulp) Or Lignin Liquor, Emulsified With Not To Exceed 50 Percent By Weight Of Crude Petroleum Oil
	2611220	Pulp Mill Liquid

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	2611225	Sulphate Pulp Cooking Liquor, Consisting Of 84 Percent Water And 16 Percent Soda Or Soda Ash. Having Value Only For Reclamation Of A Portion Of The Inorganic Chemicals Applied In The Original Pulping Process
	2611227	Green Liquor, Dissolved Smelt From Kraft Recovery Furnace
	2611228	Black Liquor, From Kraft Pulping Process
	2611230	Sulphate Black Liquor Skimmings, Not Processed, Liquid
	2611232	Sulphate Black Liquor Waste, From The Production Of Woodpulp By Sulphate Process, Consisting Of 50 Percent Water, 35 Percent Dissolved Wood Substance And 15 Percent Impure Spent Sodium Compounds
	2611233	Waste Liquor, Consisting Of Not Less Than 50 Percent By Weight Of Water, Resulting From Sulphate Or Soda Pulping Process
	2611251	Concentrated Vanillin Black Liquor, Other Than Low Ph
	2649936	Paper, Soap-Impregnated Or Impregnated With Cleansing Or Moistening Agent
	2812120	Lime, Chlorinated (Chloride Of Lime), Dry, (Chloride Of Lime Bleach, Nec, Dry, Chloride Of Lime Bleaching Powder, Nec, Dry, Or Calcium Hypochlorite (Calcium Oxychloride), Dry)
	2812125	Chlorinated Lime, Liquid (Aqueous Solution) (Chloride Of Lime Bleach, Nec, Liquid, Chloride Of Lime Bleaching Powder, Liquid Or Calcium Hypochlorite (Calcium Oxychloride), Liquid)
	2812130	Sodium Hypochlorite Solution
	2812210	Sodium (Soda), Caustic (Sodium Hydroxide) And Potassium (Potash), Caustic, Mixed, In Solution
	2812219	Caustic Soda, Liquid, Greater Than 55% Concentration
	2812220	Sodium (Soda), Caustic (Sodium Hydroxide), Liquid Less Than Or Equal To 55% Concentration
	2812230	Sodium (Soda), Caustic (Sodium Hydroxide), Other Than Liquid
	2812235	Sodium-2-Mercaptobenzo- Thiazole (50% Aqueous Solution)
	2812318	Sodium Bifluoride
	2812319	Sodium Bisulphite, Dry
	2812320	Sodium Bisulphite, Liquid
	2812327	Sodium Cyanide Liquor
	2812329	Sodium Cyanide Bricks
	2812330	Dibasic Sodium Phosphate, Disodium Orthophosphate Or Phosphate Or Hydro- Sodium Phosphate, Or Tribasic Sodium Phosphate, Trisodium Ortho- Phosphate Or Phosphate Or Tertiary Sodium Phosphate
	2812331	Sodium Fluoride
	2812333	Sodium Hydrosulfate (Sodium Hydrosulfide Or Sodium Sulphydrate)
	2812334	Sodium Hydrosulfite
	2812336	Sodium (Soda) Nitrate (Chile Saltpeter, Caliche Or Soda Niter)
	2812337	Sodium Borohydride
	2812341	Sodium Nitrite
	2812342	Sodium Perborate
	2812344	Sodium Peroxide
	2812350	Sodium Methylate
	2812355	Sodium Sulfate, Crude (Salt Cake)
	2812357	Sodium Sulfide
	2812363	Sodium Dichloro-S- Triazinetrione (Sodium Dichloroisocyanurate)
	2812365	Sodium Hydroxide/Sodium Sulphide Solution
	2812367	Sodium Hydroxide And Sodium Borohydride Solution
	2812380	Sodium Metabisulfite
	2812389	Spent Salt Flux
	2812390	Sodium Percarbonate
	2812410	Potassium Hydroxide (Caustic Potassium)
	2812520	Potassium Chlorate
	2812524	Potassium Cyanide Liquor
	2812526	Potassium Cyanide
	2812528	Potassium Dichloro-S- Triazinetrione (Potassium Dichloroisocyanurate)
	2812529	Potassium Fluoride

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 2 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	2812532	Potassium Metabisulphite
	2812536	Potassium Nitrate (Salt- Peter), Other Than Crude
	2812538	Potassium Perchlorate
	2812542	Potassium Persulfate
	2812554	Potassium Sulfide (Sulphuret Of Potash)
	2812558	Potassium Tetrapyro Phosphate, Liquid
	2812559	Potassium Tetrapyro Phosphate, Dry
	2812570	Mono-(Trichloro) Tetra- (Mono Potassium Di- Chloro)-Penta-S-Triazi- Netrione
	2812607	Calcium Cyanide
	2812608	Calcium Silicide
	2812610	Calcium Hydride
	2812613	Barium Carbonate
	2812614	Barium Chlorate
	2812615	Barium Chloride
	2812618	Barium Hydroxide Monohydrate (Barium Monohydrate)
	2812619	Barium Nitrate
	2812620	Barium Oxide
	2812626	Calcium Bisulphite
	2812629	Calcium Carbide
	2812639	Calcium Nitrate (Lime Nitrate)
	2812641	Calcium Phosphide
	2812642	Calcium Resinate
	2812660	Magnesium Aluminum Phosphide
	2812662	Barium Peroxide, Binoxide, Dioxide Or Superoxide
	2812690	Calcium Or Lime Salts, Nec
	2812815	Chlorine Gas, Liquefied
	2813210	Acetylene Gas
	2813310	Carbon Dioxide, Solidified (Dry Ice)
	2813315	Carbon Dioxide-Air Mixture
	2813320	Carbon Dioxide Gas, Liquefied Or Carbonic Acid Gas
	2813325	Carbon Dioxide Nitrogen Gas Mixture
	2813330	Carbon Dioxide-Oxygen Gas Mixture
	2813410	Air, Compressed
	2813415	Argon Gas, Compressed
	2813420	Argon-Carbon Dioxide Gas Mixture
	2813425	Argon-Hydrogen Gas Mixture
	2813430	Argon-Methane Gas Mixture
	2813435	Argon-Nitrogen Gas Mixture
	2813440	Argon-Oxygen Gas Mixture
	2813445	Helium Gas, Compressed
	2813450	Helium-Argon Gas Mixture
	2813453	Helium-Nitrogen Mixture
	2813455	Helium-Oxygen Gas Mixture
	2813460	Hydrogen Gas
	2813465	Argon Gas, Liquid, Other Than Compressed
	2813475	Neon Gas
	2813914	Methyl Bromide
	2813920	Hydrogen Bromide, Anhydrous, Liquefied
	2813922	Hydrogen Chloride, Anhydrous, Liquefied
	2813929	Carbon Dioxide-Propylene Oxide Mixture
	2813930	Carbon Dioxide-Ethylene Oxide Mixture
	2813931	Carbon Dioxide-Nitrous Oxide Mixture
	2813932	Carbon Monoxide
	2813934	Dimethylamine, Mono- Methylamine Or Tri- Methylamine, Anhydrous
	2813936	Sulfur Hexafluoride
	2813940	Helium-Butane Gas Mixture
	2813941	Helium-Carbon Dioxide- Nitrogen Mixture
	2813942	Helium-Isobutane Gas Mixture
	2813944	Ethylene Oxide- Dichlorodifluoromethane Mixture
	2813946	Hydrogen Sulphide
	2813950	Methyl Mercaptan Gas

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 3 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	2813952	Nitrogen Gas, Compressed
	2813954	Nitrogen-Hydrogen Gas Mixture
	2813956	Nitrous Oxide
	2813958	Oxygen-Nitrogen Gas Mixture
	2813960	Oxygen Gas, Compressed
	2813961	Octafluorocyclobutane
	2813964	Trifluorochloroethylene Gas (Monochlorotrifluoro- Ethylene Gas)
	2813966	Vinyl Chloride (Chloroet- Hene Or Chloroethylene)
	2813968	Nitrogen Gas, Liquid, Other Than Compressed
	2813970	Oxygen Gas, Liquid, Other Than Compressed
	2813975	Nitric Oxide
	2813978	Refrigerants, Nec, Liquid, Flammable
	2813979	Refrigerants, Nec, Gas Or Liquid, Nonflammable
	2813980	Dispersant Gases, Nec, Flammable
	2813981	Dispersant Gases, Nec, Nonflammable
	2813984	Fluoroethane Gases, Flammable, Viz. Difluoroethane Or Di- Fluoromonochloroethane (Chlorodifluoroethane Or Difluorochloroethane)
	2813985	Fluoroethane Gases, Non- Flammable, Viz. Dichloro- Tetrafluoroethane, Mono- Chlorotetrafluoroethane Or Trichlorotrifluoro- Ethane
	2813987	Fluoromethane Gases, Nonflammable, Viz. Di- Chlorodifluoromethane (Difluorodichloro- Methane), Dichloromono- Fluoromethane (Dichloro- Fluoromethane Or Fluoro- Dichloromethane), Mono- Chlorodifluoromethane (Chlorodifluoromethane Or Difluorochloromethane) Or Monofluorotrichloromethan E (Fluorotrichloromethane Or Trichlorofluoro- Methane)
	2813988	Fluoroethane And Fluoro- Methane Gas Mixtures, Nonflammable, Viz. Di- Chlorodifluoromethane-Di- Chlorotetrafluoroethane (Difluorodichloromethane- Tetrafluorodichloro- Ethane) Mixture Or Di- Chloro Difluoromethane- Monofluorotrichloro- Methane (Difluorodi Chloromethane) Fluoro- Trichloromethane Or Tri- Chlorofluoromethane)- Mixture
	2813989	Monochlorotrifluoromethan E (Chlorotrifluoromethane Or Trifluorochloro- Methane)
	2813990	Compressed Gases, Nec, Other Than Poison
	2813991	Gas Mixtures, Nec, Compressed, Other Than Poison, Compressed Gases, Nec, Other Than Poison, Hazard Class 2.1 (Flammable Gas)
	2813992	Hydrocarbon Gas, Nec
	2813994	Compressed Gases, Nec, Ot Poison, Hazard Class 2.2 Non-Flammable-
	2813995	Trifluoromethane
	2814104	Hexafluorometaxylene
	2814115	Amylenes (Pentenes), Viz. Alpha-N-Amylene (1- Pentene Or Propyl- Ethylene), Beta-Namylene (Sym-Methylethylethylene Or 2pentene) Or Iso- Amylene (Isopentene)
	2814116	Benzene (Benzol)
	2814118	Benzene/Toluene Mixture
	2814122	Coal Gas Drip Oil, Crude, Nec (Coal Water Gas Drip Oil, Crude, Nec)
	2814125	Coal Tar Creosote (Creosote Or Dead Oil) Or Distillate Or Solution, Coal Tar And Coal Tar Creosote (Creosote Or Dead Oil)
	2814128	Polybutene Oil, Petro- Leum, Not Suitable For Molding, Extrusion Or Conversion Into Plastic Materials Or Articles
	2814134	Coal Tar Naphtha And Light Oil Of Coal Tar, Crude
	2814135	Coal Tar Naphtha Solvent
	2814137	Coal Tar Oil, Crude, Nec
	2814138	Impure Methanol Solutions Containing Not Less Than 85% Methanol By Volume
	2814139	Crude Tar Acid
	2814142	Crude Light Oil Of Coal Tar
	2911130-2911150	Jet Fuel / Gasohol
	2911190	Gasoline, Nec

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 4 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	2911225	Refined Oil, Burning Or Illuminating (Kerosene Or Coal Oil)
	2911315	Petroleum Distillate Fuel Oil, Diesel Oil Or Gas Oil, Not Suitable For Illuminating Purposes
	2911326	Fuel Oil, No. 1
	2911327	Fuel Oil, No. 2
	2911329	Fuel Oil, No. 4
	2911415	Petroleum Lubricating Oil
	2911610	Asphalt (Asphaltum), By-Product Or Petroleum, Liquid, Other Than Paint, Stain Or Varnish
	2911634-2911670	Tar, Coal / Asphalt, Petroleum, Liquid, And Tall Oil Pitch, Mixed Pitch, Nec, Not Ground, Or Coal Binder, Paving Or Roofing, Not Ground
	2911691	
	2911715	Petroleum Residual Fuel Oil Or Diesel Oil
	2911717	Fuel Oil, Bunker "C"
	2911720	Fuel Oil, No. 5
	2911735	Petroleum, Partially Refined For Further Processing
	2911740	Petroleum Oil Residuum
	2911791	Oil, Petroleum, Nec
	2911902	Decene
	2911903	Octene
	2911904	Catalytic Reformer Pe- Troleum Distillate
	2911905	Proprietary Mixture Of Petroleum Distillates
	2911910	Benzine (Ligroin Or Petroleum Ether)
	2911912	Polyethyligroin (Poly- Ethylbenzine) (Polyethyl Petroleum Ether)
	2911923	Hexadiene
	2911926	Hexane
	2911927	Hexene
	2911928	Benzol Forerunnings, Crude, Not Benzol
	2911942	Nonene
	2911950	Petroleum Road Oil Or Carbon Black Oil
	2911953	N-Decane
	2911957	Rubber Extender Or Processing Oil, Petroleum Base
	2911970	Nonane
	2911976	Petroleum Condensate
	2911982	Petroleum Naphtha, Naphtha Distillate Or Naphtha Solvents
	2911983	Alkylate, Gasoline Blend Stock
	2911985	Butadiene From Petroleum, Inhibited
	2911987	Mixed Loads Of Petroleum Oil Or Products
	2911990	Paraffin Or Petroleum Wax, Nec
	2912110	Butane Gas, Liquefied
	2912111	Propane Gas, Liquefied
	2912112	Isobutane Gas, Liquefied
	2912120	Ethylene, Cryogenic Liquid
	2912122	Butene (Butylene) Gas, Liquefied, Or Isobutene (Isobutylene), Liquefied
	2912125	Petroleum Isopentane Or Pentane
	2912128	Propylene
	2912130	Coal Gas
	2912131	Pintsch Gas
	2912181	Petroleum By-Product, Nec Consisting Of Impure Bu- Tane, Butylene Or Butadi- Enes For Further Proces- Sing
	2912187	Isobutane For Further Refinery Processing
	2912190	Liquefied Petroleum Gas, Nec, Compressed
	2952220	Asphalt Pavement Surface Sealer, Asphalt, Coal Tar Or Petroleum Base
	2952225	Paving Or Paving Joint Compounds, Consisting Of Asphalt, Reclaimed Rubber, Rosin And Chemicals
	2952245	Pipe Line Coating, Condensation, Corrosion, Electrolysis, Moisture Or Rust Preventive, Asphaltum, Coal Tar Or Pitch Base, Other Than Asphaltum Or Coal Tar Paint Or Varnish
	2952255	Roofing Coating, Consisting Of Asphalt, Pitch, Rosin Or Tar Base, Other Than Paint, Stain Or Varnish
	2952270	Roofing Tar

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 5 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	2952292	Roofing Cement, Nec
	2991128	Charcoal Briquettes Or Pellets, Coal Or Petroleum Base
	2991215	Compounds, Petroleum Treating, Crude, Nec
	2991220	Fuel Oil Treating Compounds
	2991230	Petroleum Oil Additive, Containing More Than 50 Percent By Weight Of Petroleum
	2991235	Motor Fuel, Consisting Of Alcohol, Castor Oil And Nitromethane
	2991240	Motor Fuel, Nec, Liquid (Blends Of Alcohol And Petroleum Or Tar Products)
	2991245	Motor Fuel Anti-Knock Compounds, Nec
	2991290	Lubricating Oil, Nec
	2991314	Coke, Not Ground, Not Activated, Viz. Petroleum, Not Calcined
	2991906	Coal Derived Liquid (Cdl)
	2991931	Coal Tar Naphtha, Crude
	3061834	Life Preservers Or Life Vests, Pneumatic, Rubberized Cloth, Completely Deflated, With Or Without Equipment For Inflation Or Repair
	3274110	Lime, Common, Quick
	3292910	Asbestos Articles, Nec
	3311116	Hot Metal, In Ladles
	3312945	Sponge Iron Briquettes Or Pellets Having Value Only For Melting Purposes
	3313310	Ferro Silicon, Including Pigs
	3313414	Calcium-Manganese-Silicon Alloys
	3313462	Billets, Blooms, Ingots, Pigs, Shot Or Sponge, Metal Alloy, Nec, Not Irradiated Nor Requiring Protective Shielding
	3331115	Cakes, Cathodes, Ingots, Pigs Or Slabs, Copper
	3331210	Ashes, Dross, Residues Or Residuum, Brass, Bronze Or Copper
	3332225	Lead Dross Or Skimmings
	3332230	Lead Flue Dust
	3332235	Lead Baghouse Dust Or Fume, Cottrell Or Flue
	3332241	Lead Residues, Residuum, Sludge, Scale Or Slimes, Nec
	3333215	Zinc Or Zinc Alloy Ashes Or Scale
	3333225	Zinc Or Zinc Alloy Dust Or Powder
	3333235	Zinc Or Zinc Alloy Skimmings Or Slimes
	3333250	Zinc Baghouse Dust Or Fume, Cottrell Or Flue
	3334215	Aluminum Or Aluminum Alloy Dross
	3334230	Aluminum Smelting Residues
	3339911	Arsenic, Metallic
	3339913	Cadmium, Nec
	3339990	Billets, Blooms, Ingots, Pigs, Shot Or Sponge, Metal, Nec, Not Irradiated Nor Requiring Protective Shielding
	3356322	Catalyst, Nickel, Not Spent
	3356936	Uranium Metal Bars, Rods Or Shapes, Not Irradiated Nor Requiring Protective Shielding
	3356950	Zirconium Metal Bars, Plates, Rings, Rods, Sheets, Sponge, Strip, Tubing Or Unfinished Shapes
	3443987	Cores Or Core Assemblies, Or Fuel Blanket Assemblies, Nuclear Reactor, Not Irradiated, With Non-Irradiated Fuel Or Without Fuel
	3533945	Tundra Cooling Units, Condensers, Equalizers Or Exchangers, Oil Field, Gas Or Liquid, Iron Or Steel, Pipe Type, Containing Not More Than . 0125 Pounds Anhydrous Ammonia Per Foot Of Pipe Length
	3533990	Drilling Tools, Nec, Oil, Water Or Gas Well
	3551164	Ice Cream Power Freezers And Mechanical Refrigerators Combined
	3612911	Transformers, Electric, Nec, Weighing Not Less Than 25 Lbs Each
	3621110	Electric Motors
	3624130	Carbon Electrodes, Furnace Or Electrolytic Bath (Carbon Plugs), Nec
	3691110	Storage Batteries, Electric, Assembled, Nec
	3691134	Batteries Or Cells, Electric, Storage, Lead Acid Gel Or Starved Electrolyte Type

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 6 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	3711955	Vehicles, Motor (Auto- Mobiles), Freight Or Passenger, In Mixed Loads, Or Mixed With Combination Of Freight And Passenger Motor Vehicles (Automobiles)
	3714230	Systems, Automobile Crash Protection, Gas Generating Type, Inflatable Restraints
	3714420	Internal Combustion Engines, Motor Vehicle
	3714990	Automobile (Motor Vehicle) Parts And Accessories, In Mixed Loads
	3722210	Rocket Or Missile- Propelling Units (Rocket Motors), Or Jet Thrust (Jato) Units, Other Than Jet Type Engines, Class A Explosives
	3722211	Rocket Or Missile- Propelling Units (Rocket Motors), Or Jet Thrust (Jato) Units, Other Than Jet Type Engines, Class B Explosives
	3729980	Aircraft Fuel Tanks, Aluminum, External Jettisonable Type
	3742219	Cars, Railway Freight, Nec, Not Moved On Own Wheels
	3742295	Cars, Railway Freight, Moving For Dismantling Or Scrapping, Not Moved On Own Wheels
	3841110	Administering Apparatus, Gas Or Oxygen, Hospital Or Surgical, With Cylinders Of Gas Or Oxygen
	3841120	Life Saving Apparatus, Oxygen
	3861510	Dry Plates Or Films, Photographic, Nec, Unexposed
	3861520	Moving Picture Films, Exposed, Nec
	3996110	Matches
	3999110	Fire Extinguisher Charges Or Compounds, Nec
	3999115	Fire Extinguishers, Chemical, Hand Or Stationary, Metal, Other Than Wheeled
	3999515	Lighters, Cigar, Cigarette Or Pipe, Nec
	3999877	Devices Or Systems, Acid Spill Control, Consisting Of A Pressurized Container, Expellant Gas Cartridge, Discharge Hose And Shut-Off Nozzle, With Integral Equipment Necessary For Deployment, Wheeled, Not Filled With Chemical Agent
	3999939	Oxygen Generating Candles
	4021161	Iron Mass Or Sponge, Gas Purifying, Spent
	4021916	Scrap Borings, Chips, Clippings, Sawings, Scalpings Or Turnings, Magnesium Metal Or Magnesium Metal Alloy, Suitable Only For Reclamation Of Metal
	4021947	Zirconium Metal Scrap
	4021948	Scrap, Nickel, Nickel- Copper Or Nickeliron- Chromium Alloy, Nec
	4021990	Metal Or Metal Alloy Scrap, Nec, Not Irradiated Nor Requiring Protective Shielding
	4022151	Wool Rag Dust, Wool Shoddy Dust, Woolen Mill Dust Or Wool Duster Waste
	4022166	Cotton Waste, Nec, Not Filter Packing Nor Manufactured Packing Or Wiping Waste
	4022190	Rags, Nec
	4024120	Waste Paper, Ground, Nec
	4025102	Alkanolamine Waste Water
	4025105	Chemical Waste, Nec, Liquid
	4025114	Disulfide Oil Solutions, Residual
	4025115	Chlorinated Hydrocarbon Residue Suitable Only For Further Processing
	4025117	Acid Sludge (An Unrefined Waste Obtained In Refining Petroleum Oil)
	4025127	Waste, Chemical Plant, Consisting Of Waste Organic Chlorides
	4025129	Crankcase Drainings, Suitable Only For Re-Refining
	4025132	Sodium Solution Waste
	4025134	Chemical Plant Waste Solution Consisting Of Isopropanol, Toluene And Water, The Water Content To Be Not Less Than 20 Percent, By Weight
	4025136	Chemical Plant Waste Solution Consisting Of Acetone, Isopropanol, Methyl Ethyl Ketone, And Other Ingredients Not To Exceed 40 Percent By Weight
	4025145	Styrene Monomer, Liquid, Spent, For Recycling Or Reprocessing
	4025153	Chemical Plant Waste, Zinc Chloride

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 7 of 11
Item: 610-C
Continued on next page

STCC/GROUP	STCC	DESCRIPTION
	4025159	Waste Etchant Solution. Suitable Only For Reclamation Of Metallic Content
	4025160	Petroleum Refinery Sulphide Waste
	4025161	Residuum, Decyl Alcohol (Residuum From Manufacture Of Decyl Alcohol), Liquid
	4025162	Waste Hydroxy Aldehydes Or Sugars Containing Not Less Than 40 Percent Water (Residuum From Manufacture Of Pentaerythritol)
	4025163	Muriatic Acid, Spent
	4025164	Naphthenic Sodium Solutions, Spent Containing Sodium Hydroxide
	4025166	Aniline Sludge. For Furnace Use
	4025167	Sodium Sulfide Solutions, Spent, Containing Sodium Hydroxide
	4025168	Sodium Sulfide Solutions, Spent, Containing Sodium Hydrosulfide
	4025170	Nitrating Acid, Spent
	4025176	Resinous Petroleum Residue
	4025177	Aromatic Concentrates, By-Product Obtained In Production Of Ethylene, Suitable Only For Further Processing
	4025178	Catalyst, Alumina, Spent
	4025180	Sulphide Waste, Chemical Plant
	4025187	Caustic Soda Solution, Spent (An Unrefined Waste Obtained In Refining Petroleum Oil)
	4025190	Chemical Plant Waste, Nec
	4025191	Radiator Drainings (Anti-Freeze), Suitable Only For Recycling
	4026115	Rubber Scrap, Hard, Pulverized
	4026122	Cellulose Film Scrap Or Waste
	4026133	Pyroxylin (Nitrated Cellulose) Scrap
	4026155	Rubber Matting Trimmings (Waste), Other Than Foam Rubber
	4027157	Asbestos Scrap
	4029101	Soil, Chemical Waste Contaminated, Nec, Dry
	4029105	Solids Or Debris, Other Than Soil Low-Level Radioactive Contaminated, Nec, Dry
	4029106	Soil, Low-Level Radioactive Contaminated, Nec, Dry
	4029108	Ash Sludge, Metal Bearing
	4029170	Sludge, Acid Or Alkali, Containing Not Less Than 75 Percent Water (An Unrefined Liquid Waste Obtained As A Residue Of The Metal Finishing Industry)
	4111179	Wooden Furniture Finishing Or Refinishing Kits
	4111710	Military Impedimenta (Camp Equipage, Subsistence Stores, Medical Stores, Emergency Ammunition Or Other Property Of The United States, Canada, Or Mexico (Including Their State Militias) Armies, Navies, Air Forces, Coast Guards Or Marine Corps, Generally Known As Impedimenta (But Not Including Livestock Or Personal Baggage))
	4121150	Potassium (Potash), Metallic
	4231180	Revenue Movement Of Barrels, Bulk Commodity Containers, Drums Or Kegs, Nec, Sheet Iron Or Steel, Shipping, Old (Used), Returned Empty
	4411110	Freight Forwarder Traffic
	4511110	Shipper Association Or Similar Traffic
	4611110	Freight All Kinds, (Fak) Or All Freight Rate Shipments, Nec, Or Trailer-On Flatcar Shipments, Commercial (Except Identified By Commodities, Then Code By Commodity)
	4611115	All Freight Rate Shipments, Nec, Or Trailer-On-Flat-Car Shipments, Government (Except Where Identified By Commodities, Then Code By Commodity)
	4621150	Textile Cloth, Fabrics Or Piece Goods, And Dry Goods, Mixed
GENERAL RULE ITEM 610		
INTERMODAL SHIPMENTS FOR EXPORT TO MEXICO		
Issued:	November 12, 2014	MITA 2-A Page: 8 of 11 Item: 610-C Continued on next page
Effective:	November 15, 2014	

[c]

A Billing Instructions:

1. Shipper's billing instructions for PASSPORT shipments from the U.S. origins to Mexico destinations (southbound) must specify the name and telephone number of the U.S. Freight Forwarder (USFF) at the border crossing point who is responsible for processing documents and Customs clearance for the Shipment. This must be accomplished by naming the U.S. Freight Forwarder (USFF) as the "notify" party.

Shipper's billing instructions for Mexico Direct shipments from U.S. origins to Mexico destinations (southbound) must specify the name of the Mexican Customs Broker (MCB) at destination and must include both name and telephone number. This must be accomplished by naming the Mexican Customs Broker (MCB) as the "notify" party.

2. Shipper's billing instructions for PASSPORT shipments from Mexico origins to U.S. destinations (northbound) must include the name and telephone number of the destination drayman or other party at destination that the Shipper wishes to be notified that the shipment has arrived at destination and is available. This must be accomplished by naming the destination drayman (or other party) as the "notify" party.

Shipper's billing instructions for Mexico direct shipments moving from Mexico origins to U.S. destinations (northbound) must include the name and telephone number of the destination drayman or other party at destination that the Shipper wishes be notified that the shipment has arrived at destination and is available. This must be accomplished by naming the destination drayman (or other party) as the "notify" party.

3. UPRR will give official notification of Van Grounding to the "notify" party on the Waybill whether that is the Freight Forwarder, Broker, Shipper of record, or some other party. If the "notify" party is other than the Broker, the party notified, not UPRR, will be responsible to notify the Broker of Van Grounding. Storage charges will not be waived due to a lack of notification when UPRR notifies the "notify" party.
4. Shipments to Mexico may be billed as follows:
 - (a) When via PASSPORT, to or from (as appropriate) to the appropriate PASSPORT ZONE city location in Mexico.
 - (b) When via MEXICO DIRECT, to the appropriate intermodal terminal location in Mexico for through movement via rail and via the specified gateway.
5. All PASSPORT Shipments, regardless of actual final destination, will be grounded at Laredo, TX for movement beyond via motor carrier. If, at the request of Shipper, and subject to UPRR approval, Shipments are reloaded on Flat Cars for transportation via rail, the Shipper will be invoiced a re-consignment charge published herein.
6. All hazardous material shipments moving in Passport service between U.S. / Canada and Mexico via Laredo, TX border crossing will be charged a per Unit surcharge published herein to cover additional costs incurred (See item 791 for details).
No hazardous material commodities are allowed in shipments in Passport service that cross the U.S. / Mexico border at Nogales, AZ.

B Diversions or Reconsignments for Shipments destined to Mexico:

1. Instructions by Shipper to change the destination of a Mexico Shipment will be subject to a charge published herein per Shipment. Such instructions are subject to UPRR approval.
2. Instructions by Shipper to change the Shipment from export to domestic, or from domestic to export, are subject to UPRR approval. If approved, such shipments will be subject to a charge published herein per Shipment. The Shipment will be considered domestic if the intent

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 9 of 11
Item: 610-C
Continued on next page

is to take delivery of the vehicle at the destination Intermodal Terminal, unload and return the vehicle to the rail Intermodal Terminal without the vehicle crossing the United States border into Mexico.

C Diversions or Reconsignments - Northbound PASSPORT Shipments:

1. A surcharge published herein per Shipment will be assessed to any northbound Passport shipments that are diverted, reconsigned, partially or completely unloaded at locations other than the original destination terminal due to Shipper instructions.

D Storage Charges:

1. The Broker at the destination Intermodal Terminal in Mexico on southbound MEXICO DIRECT shipments is responsible for Shipments moving beyond the Intermodal Terminal and will be allowed the designated free-time to remove the Intermodal Unit from UPRR's Intermodal Terminal and accomplish Interchange to the motor carrier who will handle movement beyond.
2. An Equipment Interchange Agreement(EIA) must be executed prior to Interchange of the Intermodal Units or Chassis from UPRR to the Broker at Laredo, TX.
3. Broker agrees to pay UPRR all related Accessorial Charges in connection with any Shipment, which is removed from the destination Intermodal Terminal at a border location by the Broker or its Agent.
4. Shipper is solely responsible for any demurrage charges that may be incurred by a shipment due to lost shipping or Mexican Customs documents, or delivery delay of a load at the Mexico destination ramps. Additionally, Shipper agrees to hold harmless, UPRR, as well as any UPRR subsidiary or affiliate, from any fines that may be assessed against a shipment by Mexico Customs.
5. UPRR's sole discretion, if Broker is at any time in default of any provision of this MITA, prior to removal of any Intermodal Unit from UPRR's premise, the Broker must provide or cause to be provided a letter of credit to UPRR to secure payment of Accessorial Charges. All letters of credit must be unconditional, irrevocable, stand-by letters of credit issued and payable in USD by a federally insured United States of America bank, in the amount of **Ten Thousand dollars (\$10,000.00) USD.**

The Broker will not be allowed to remove any Intermodal Unit from UPRR's premises unless a letter of credit satisfying the above requirements has been provided. The foregoing letter of credit requirement shall remain in effect for so long as UPRR, in its sole discretion, deems appropriate.

APPLICATION AND DIVERSION / RECONSIGNMENT CHARGES		
COLUMN	DIVERSION / RECONSIGNMENT APPLICATION RULES	
1.	DIVERSION / RECONSIGNMENT charges are in U.S. dollars Per Shipment and apply under these conditions: For Southbound shipments, order must be processed prior to arrival at the United States.	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP From: ALL LOCATIONS GROUP To: ALL LOCATIONS GROUP		
	350.00	UP

APPLICATION AND DIVERSION / RECONSIGNMENT CHARGES		
COLUMN	DIVERSION / RECONSIGNMENT APPLICATION RULES	
1.	DIVERSION / RECONSIGNMENT charges are in U.S. dollars Per Intermodal Unit and apply under these conditions: For Northbound shipments, order must be processed prior to arrival at the United States. For Eastbound shipments, order must be processed prior to arrival at CHICAGO, IL.	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP From: ALL LOCATIONS GROUP To: ALL LOCATIONS GROUP		
	750.00	UP

APPLICATION AND DIVERSION / RECONSIGNMENT CHARGES		
COLUMN	DIVERSION / RECONSIGNMENT APPLICATION RULES	
1.	DIVERSION / RECONSIGNMENT charges are in U.S. dollars Per Car and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: ALL STCCS GROUP From: ALL LOCATIONS GROUP To: ALL LOCATIONS GROUP		
	350.00	UP

APPLICATION AND DIVERSION / RECONSIGNMENT CHARGES		
COLUMN	DIVERSION / RECONSIGNMENT APPLICATION RULES	
1.	DIVERSION / RECONSIGNMENT charges are in U.S. dollars Per Car and apply under these conditions:	
	Col 1 Amount	Route Code/Group
STCC Group: HAZ STCC DIVERSION / DEMURRAGE GROUP From: ALL LOCATIONS GROUP To: ALL LOCATIONS GROUP		
	500.00	UP

Issued: November 12, 2014
 Effective: November 15, 2014

MITA 2-A

Page: 11 of 11
 Item: 610-C
 Concluded on this page

APPENDIX A ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS	
ALL LOCATIONS GROUP	SOUTH DAKOTA *
ALBERTA	SINALOA *
AGUASCALIENTES *	SASKATCHEWAN *
ALASKA *	SAN LUIS POTOSI *
ALABAMA *	SONORA *
ARKANSAS *	TLAXCALA *
ARIZONA *	TAMAULIPAS *
BRITISH COLUMBIA *	TENNESSEE *
BAJA CALIFORNIA *	TEXAS *
CALIFORNIA *	UTAH *
CHIAPAS *	VIRGINIA *
CHIHUAHUA *	VERACRUZ *
COLIMA *	VERMONT *
COLORADO *	WASHINGTON *
CONNECTICUT *	WISCONSIN *
COAHUILA *	WEST VIRGINIA *
DISTRICT OF COLUMBIA *	WYOMING *
DELAWARE *	ZACATECAS *
DISTRITO FEDERAL *	
DURANGO *	
ESTADO DE MEXICO *	
FLORIDA *	
GEORGIA *	
GUANAJUATO *	
GUERRERO *	
HIDALGO *	
HAWAII *	
IOWA *	
IDAHO *	
ILLINOIS *	
INDIANA *	
JALISCO *	
KANSAS *	
KENTUCKY *	
LOUISIANA *	
MASSACHUSETTS *	
MANITOBA *	
MARYLAND *	
MAINE *	
MICHOACAN *	
MICHIGAN *	
MINNESOTA *	
MISSOURI *	
MORELOS *	
MISSISSIPPI *	
MONTANA *	
NAYARIT *	
NEW BRUNSWICK *	
NORTH CAROLINA *	
NORTH DAKOTA *	
NEBRASKA *	
NEWFOUNDLAND *	
NEW HAMPSHIRE *	
NEW JERSEY *	
NUEVO LEON *	
NEW MEXICO *	
NOVA SCOTIA *	
NORTHWEST TERRITORIES *	
NEVADA *	
NEW YORK *	
OAXACA *	
OHIO *	
OKLAHOMA *	
ONTARIO *	
OREGON *	
PENNSYLVANIA *	
PRINCE EDWARD ISLAND *	
QUEBEC *	
PUERTO RICO *	
PUEBLA *	
QUERETARO *	
QUINTANA ROO *	
RHODE ISLAND *	
SOUTH CAROLINA *	

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Appendix A Page: 1 of 1
Item: 610-C



MITA 2-A

Item: 620-A

CARGO LOSS & DAMAGE - FROM OR TO MEXICO

CARGO LOSS AND DAMAGE PROVISIONS FOR SHIPMENTS MOVING FROM OR TO MEXICO

[c]

A. General Application:

1. This Item 620 applies to Shipments of Commodities in Intermodal Units moving into or out of Mexico via rail, by a United States rail carrier, on a single through Bill of Lading where the Bill of Lading includes both domestic and international movements in Mexico.
2. Subject to the terms set out in this MITA, UPRR will provide coverage for cargo loss and damage that occurs within the United States while in the possession of UPRR. The Mexican rail carrier is responsible for all freight loss and damage coverage within Mexico.
3. UPRR will not provide coverage for freight loss or damage that occurs while Commodity or Intermodal Unit is in Mexico, or in the possession of an international or a domestic carrier in a foreign country. Customers of Shipments with a domestic origin traveling into Mexico may, at their option, select liability provisions set forth in 49 U.S.C. Section 11706 (Carmack) as explained in Item 320 - Carmack Liability section of this MITA. If 49 U.S.C. Section 11706 (Carmack) is not selected, the liability provisions of this item will govern. **Carmack protection is available at the Shipper's election under Item 320 on rail movements moving from Mexico into the U.S. except that the rail or motor carrier/party in possession of the Shipment will be liable, if at all, pursuant to Mexican law for losses occurring on that portion of the movement within Mexico.**
4. Shippers that do not select Carmack liability expressly acknowledge that UPRR and Shipper have agreed to transport the Commodity or Intermodal Unit at a reduced rate and pursuant to the reduced liability provisions contained herein. Shipper acknowledges that "full liability" coverage is available from UPRR by contacting UPRR Shipment Quality.

B. Liability Provisions:

1. For Shipments moving within Mexico, the rail or motor carrier/ party in possession of the Shipment will be liable pursuant to Mexican law.
2. Domestic rail or motor carriers will not be responsible for any loss or damage incurred as a result of delays encountered in U. S. Customs processing.
3. Domestic carriers shall not be responsible for loss or damage on any portion of an international Shipment unless clear and convincing evidence exists that such damage occurred within the United States and was due to the negligent handling of a domestic rail carrier.
4. All other terms, conditions, restrictions and provisions of this MITA and specifically the Cargo Loss and Damage Provisions, are expressly incorporated into this Item 620 for Commodities or Intermodal Units moving into or out of Mexico.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 620-A
Concluded on this page



MITA 2-A

Item: 630-A
INTERCHANGE WITH MEXICAN CARRIERS

INTERCHANGE OF INTERMODAL SHIPMENTS WITH MEXICAN CARRIERS

The following shall govern switching of Intermodal Shipments for which the Mexican carrier receives a portion of the transportation charges:

1. Interchange with the KCSM or FXE will be made without charge, provided however, Shipments must be forwarded on the same rail car, on which it was received.
2. Shipments that have been unloaded at the request of the Shipper or awaiting U.S. Customs clearance papers, will be assessed a handling fee of **\$350.00** per Shipment Interchanged with the KCSM or FXE. This applies only when UPRR receives north bound line-haul in addition to switch charges.
3. Shipments that are received in Interchange from Mexican rail carriers on a Flat Car in switch service and subsequently placed at a UPRR Intermodal Terminal, or to an industry siding for unloading at request of Shipper resulting in no UPRR line-haul will be assessed a charge of **\$500.00** per Intermodal Unit. These charges will accrue entirely to UPRR.
[a]
4. Shippers shall only use approved Mexico motor carriers that are parties to the Agreement for Motor Carrier Services (Intra-Mexico), with Soluciones Logisticas Transfronterizas Mexicanas, S. de R.L. de C.V. to move shipments.

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MITA 2-A

Page: 1 of 1
Item: 630-A
Concluded on this page



MITA 2-A

Item: 710
NON-ALTERNATION OF RATES

NON-ALTERNATION OF RATES

Except as otherwise provided in individual publications, rates contained in specific quotations or pricing documents take precedence over rates in Tariffs, this MITA or rate sheets covering the same movement.

Issued: February 22, 2006
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MITA 2-A

Page: 1 of 1
Item: 710
Concluded on this page



MITA 2-A

Item: 720-B
COMBINATION RATE CHARGE

COMBINATION RATES

[C]

Customers may not use a Combination Rate when a through rate is published. This includes local UPRR shipments and interline shipments that include UPRR. A Combination Rate is defined as a rate made by combining two or more local rates.

Shipments moving in EMP and UMAX intermodal containers in violation of MITA Item 720 will be subject to a Combination Rate Charge of \$500, which will be administered by Blume Global. For details on the Combination Rate Charge, please reference Blume Global Policies and Procedures (Additional Charges) at <https://www.blumeglobal.com/>

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MITA 2-A

Page: 1 of 1
Item: 720-B
Concluded on this page



MITA 2-A

Item: 730
INTERMEDIATE STATIONS

INTERMEDIATE STATIONS

Rates or charges governed by this MITA apply only on Shipments from origin Intermodal Terminal to destination Intermodal Terminal and only when a corresponding rate is provided by UPRR between such Intermodal Terminals. Application of rates or charges from or to intermediate points will not be permitted.

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MITA 2-A

Page: 1 of 1
Item: 730
Concluded on this page



MITA 2-A

Item: 740-B
INTERMODAL SERVICE CODES

INTERMODAL SERVICE CODES

[c]

The following are valid Intermodal Service Codes (ISC). These codes are to be used in providing shipping instructions to UPRR. Rates for the service outlined by ISC's include the following:

A. ISC RATES

Domestic

Equipment Owner	Rail	Steamship	Private
Door to Door	20	40	60
Door to Intermodal Terminal	22	42	62
Ramp to Ramp	25	45	65
Ramp to Door	27	47	67

International

Equipment Owner	Rail	Steamship	Private
Door to Door	NA	80	80
Door to Ramp	NA	82	82
Ramp to Ramp	NA	85	85
Ramp to Door	NA	87	87

- B. **Door to Door** service embraces an all inclusive type of service whereby the rail carrier performs the complete transaction of handling freight from Shipper's dock, platform or facility at origin, to Receiver's dock, platform or facility at destination.
- C. **Door to Ramp or Ramp to Door** service embraces a type of a service whereby the rail carrier handles the freight from the carrier's origin Intermodal Terminal location to carrier's destination Intermodal Terminal location. Pick-up or delivery services will be performed by the rail carrier at either origin or destination (but not both). The Shipper, Receiver or its Agent at the expense of Shipper or Receiver must perform the pick-up or delivery service at either the origin or destination, whichever is not performed by the rail carrier.
- D. **Ramp to Ramp** service embraces a type of service whereby the rail carrier handles units from the carrier's origin Intermodal Terminal location to the carrier's destination Intermodal Terminal location. The Shipper, Receiver or their Agent, at their expense must perform the pick-up and delivery at both origin and destination.

Unless otherwise specifically agreed to in the pricing instrument, contract or other written agreement between the parties that references this MITA, UPRR will transport the Shipment in accordance with the plan of service specified on the shipping instructions but not on any particular train or schedule.

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MITA 2-A

Page: 1 of 1
Item: 740-B
[Concluded on this page](#)



MITA 2-A

Item: 750-A
INTERMODAL SERVICE MATRIX

INTERMODAL SERVICE MATRIX

All Intermodal Shipments tendered to UPRR must comply with UPRR's Intermodal Service Matrix posted on UPRR's web site at:

[c] http://www.uprr.com/customers/intermodal/service_mtrx.shtml

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MITA 2-A

Page: 1 of 1
Item: 750-A
Concluded on this page



MITA 2-A

Item: 760
APPLICATION OF RATES & SERVICE

APPLICATION OF RATES AND SERVICE FOR INTERMODAL SHIPMENTS

All contracts and pricing documents referring to this MITA shall be governed by the following:

- A. Rates do not include loading or unloading contents of Intermodal Unit.
- B. UPRR will perform Intermodal Terminal ramping service at UPRR origins or destinations.
- C. Rates are not subject to stopping-in-transit at intermediate points of origin or destination for partial loading and/or unloading.
- D. Switching charges of connecting lines will **NOT** be absorbed at origin or destination.
- E. Accessorial Charges, surcharges and free time applicable on Intermodal Shipments will apply as specified in this MITA.

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MITA 2-A

Page: 1 of 1
Item: 760
Concluded on this page



MITA 2-A

Item: 770-A
DEFINITION DOMESTIC/INTERNATIONAL

DEFINITION OF DOMESTIC AND INTERNATIONAL SHIPMENTS

A. Specific to Domestic Shipments:

1. Domestic traffic shall be rated in accordance with prices so identified in individual contracts or pricing documents to which UPRR is a party that incorporate the terms and provisions of this MITA.
2. Domestic traffic is rail traffic that originates and/or terminates in the continental United States.

B. Specific to International Shipments:

1. International traffic is U.S. Intermodal rail traffic involving an immediate prior or subsequent ocean movement.
2. [c] International traffic shall be rated in accordance with prices so identified in individual contracts or pricing documents to which UPRR is a party. Unless otherwise agreed, international rates given to ocean carriers apply on international traffic moving on their Ocean Bill of Lading and in their specific owned or leased Containers. Any other traffic cannot be moved under these rates.
3. Shipments, which are warehoused, processed, repackaged, etc., prior or subsequent to rail movement will not be considered international traffic and shall be rated as domestic Shipments.
4. Mixed Shipments of domestic traffic and international traffic shall be rated as domestic traffic.
5. Shipments from or to Hawaii, Puerto Rico, Alaska and Guam will be considered international traffic.
6. Customer or its Agent will perform, at Shippers expense, Intermodal Terminal ramping at origin and destinations not located on UPRR.
7. Rates do not include any charge, which may be incurred prior to Interchange on import Shipments or following Interchange on export Shipments.
8. Unless otherwise provided, rates applicable to international border crossings, inclusive of Through Rates to and from Canada and Mexico, do not include; brokerage fees, in-bond preparation; export, import or manifest declaration of messenger services. Shipper is responsible for **ALL** ancillary and related charges for the movement of the Shipment.
9. In the event UPRR determines that domestic Shipments are being billed by Receiver or Shipper under rates applicable only on international Shipments, UPRR shall ASSESS A SURCHARGE of **One Thousand Dollars (\$1,000.00)** for each Intermodal Unit so billed. This surcharge will be assessed whether the Intermodal Unit has been shipped or is awaiting shipment by UPRR. This surcharge will be billed to the party submitting rail billing to UPRR. UPRR reserves the right to cancel any rate(s) in contracts or pricing documents on one (1) days notice for improper application by a party.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 770-A
Concluded on this page



MITA 2-A

Item: 780-A
FUEL SURCHARGE

FUEL SURCHARGE

[c]

Except as otherwise provided in individual contracts or pricing agreements or in connection with particular rates or charges, all UPRR pricing documents making reference to this MITA will be subject to a Fuel Surcharge based on the percentage change in the Department of Energy's Retail On-Highway Diesel Price Index. The base value for this index is 1.253. This index is updated weekly and in the event changes warrant a new index, UPRR will use its best efforts to provide Shippers with a ten (10) day notice prior to application of the Fuel Surcharge. The Fuel Surcharge will be calculated by determining the percentage change between the base index and the most recent monthly average of the Retail On-Highway Diesel Price Index multiplied by UP's fuel weight. The percentage change will be measured by using the first three weeks of the month in those months that have 4 Monday's, and by using the middle three weeks in those months that have 5 Monday's. The Department of Energy Retail On-Highway Diesel Price Index can be retrieved from the Department of Energy at **202-586-8800** or accessed on the Internet at **www.eia.gov**.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 780-A
Concluded on this page



MITA 2-A

Item: 785-B
FUEL SURCHARGE - WEEKLY ADJUSTMENT

FUEL SURCHARGE

[c]

Effective January 1, 2007, all **domestic and premium Intermodal quotes and contracts** will be subject to a new Intermodal Weekly Fuel Surcharge **(See Exceptions 1 and 2)**.

Except as otherwise provided in individual contracts or pricing agreements, or in connection with particular rates or charges, all UPRR pricing documents making reference to this MITA Item 785 will be subject to a Fuel Surcharge based on the percentage change in the Department of Energy's Retail On-Highway Diesel Price Index. The base value for this index is 1.253. This Index is updated weekly, and in the event changes warrant a new index, UPRR will use its best efforts to provide Shippers with a 5 day notice prior to application of the Fuel Surcharge. The Fuel Surcharge will be calculated by determining the percentage change between the base index and the most recent Monday Retail On-Highway Diesel Price Index multiplied by UP's fuel weight and will be effective on the subsequent Monday. The Department of Energy Retail On-Highway Diesel Price Index can be retrieved from the Department of Energy at **202-586-8800** or accessed on the Internet at **www.eia.gov**.

Exception1: Will not apply to shipments moving under contracts and agreements which make specific reference to MITA Item 780.

Exception 2: Will not apply to Marine containers.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 1
Item: 785-B
Concluded on this page



MITA 2-A

Item: 790
FUEL SURCHARGE ROUNDING INSTRUC

FUEL SURCHARGE ROUNDING INSTRUCTIONS

Fractions of dollars resulting from the application of a percentage Fuel Surcharge will be dropped if less than fifty (50) cents and increased to the next whole dollar if fifty (50) cents or more.

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

Page: 1 of 1
Item: 790
Concluded on this page



MITA 2-A

Item: 791-C
HAZARDOUS MATERIAL SURCHARGE

HAZARDOUS MATERIAL SURCHARGE

In addition to the rates and charges set forth in individual pricing documents making reference to this MITA, each Intermodal Unit containing Hazardous Materials, as defined in Bureau of Explosives Tariff BOE-6000 series, will be subject to a per Intermodal Unit charge of **Eighty Dollars (\$80.00) (See Exceptions)**.

Exception 1: Passport Haz-Mat shipments will be subject to a per Intermodal Unit charge of **[\$] \$500.00 per unit** in lieu of the Eighty Dollars (\$80.00) per unit charge as stated above.

Exception 2: Not applicable on Isotanks moving under rates and provisions in SCQ 28.

<http://www.aar.org>

Issued: March 4, 2011
Effective: March 15, 2011

MITA 2-A

Page: 1 of 1
Item: 791-C
Concluded on this page



MITA 2-A

Item: 793
FACILITY CHRG, ACCESS FEES, ETC

FACILITY CHARGE, ACCESS FEES, ETC

Adjustment of the existing or implementation of new facility charges, switch charges, access charges, etc. beyond the direct control of UPRR but incurred during the performance of transportation services shall be passed directly through and will be in addition to the line haul rates on the Freight Bill. Examples, include but are not limited to, Alameda Corridor Transportation Authority (ACTA) charges, Tacoma Municipal Belt Line (TMBL) switch charges, Portland Terminal 6 access charges, Oakland JIT access charges, etc.

Issued: February 22, 2006
Effective: March 1, 2006

MITA 2-A

Page: 1 of 1
Item: 793
Concluded on this page



MITA 2-A

Item: 794-T
ALAMEDA CORRIDOR USE FEE

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-794-T

STCC/GROUP	STCC	DESCRIPTION
ALAMEDA CONTAINER LOADS		
	01-41211	Farm Products / Special Commodities Not Taken In Regular Freight Service
	43-48	Mail, Express Or Other Contract Traffic / Waste Hazardous Materials Or Waste Hazardous Substances
ALAMEDA CONTAINERS EMPTY		
	42	Containers, Carriers Or Devices, Shipping, Returned Empty
ALAMEDA TRAILER COMMODITIES		
	01-48	All Commodities

GENERAL RULE ITEM 794**ALAMEDA CORRIDOR (RAIL CORRIDOR) USE FEE**

- A In addition to the rates and charges set forth in individual pricing documents making reference hereto, each Container and Trailer will be subject to a use fee as defined by the Alameda Corridor Transportation Authority (ACTA), a joint powers authority created under the laws of the State of California.
- B Container use fees will be effective January 1, 2013. Thereafter the Containers use fees will be adjusted January 1 of each year.
- C A waterborne use fee will be charged on each Container that originates or terminates at the Port facilities of Los Angeles and/or Long Beach including but not limited to the locations shown herein.
- D A use fee will be charged on each Container that originates or terminates at the locations shown herein. Determination of whether a waterborne or non waterborne use fee is assessed will be based on the Intermodal Service Code (ISC) and the Import/Export special handling codes provided on the bill of lading.
- E A use fee will be charged on each Trailer that originates or terminates at the Port facilities of Los Angeles and/or Long Beach including but not limited to the locations shown herein and ICTF, CA (SPLC 883716000).

Issued: December 6, 2017
Effective: January 1, 2018

MITA 2-A

Page: 1 of 8
Item: 794-T
Continued on next page

- F UPRR will not be responsible for additional charges incurred if inaccurate or improper shipping instructions are tendered to UPRR. In the event a use fee is assessed by ACTA and UPRR did not assess the fee or charged a lower fee than that assessed by ACTA, UPRR has the right to assess the full ACTA use fee. Shipments tendered with inaccurate or improper shipping instructions may be assessed additional charges as specified elsewhere in this document.

APPLICATION AND RATES								
COLUMN	RATE APPLICATION RULES							
1.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length not exceeding 22 feet 00 inches.							
2.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 22 feet 01 inches but not exceeding 44 feet 00 inches.							
3.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 44 feet 01 inches but not exceeding 47 feet 11 inches.							
4.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 48 feet 00 inches but not exceeding 52 feet 00 inches, AND Applies in AAR Car Type U, containers.							
5.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 52 feet 01 inches but not exceeding 57 feet 00 inches, AND Applies in AAR Car Type U, containers.							
		Col 1 Rate	Col 2 Rate	Col 3 Rate	Col 4 Rate	Col 5 Rate	Notes	Route Code / Group
STCC Group:	ALAMEDA CONTAINER LOADS GROUP							
From:	ALAMEDA ICTF FACILITY GROUP							
To:	ALL LOCATIONS GROUP	25.00	49.00	55.00	59.00	65.00	1	UP ORIGIN
	ALL LOCATIONS GROUP	6.00	12.00	13.00	14.00	16.00	2	UP ORIGIN
From:	ALAMEDA PORT FACILITY GROUP							
To:	ALL LOCATIONS GROUP	25.00	49.00	55.00	59.00	65.00	3	UP ORIGIN
From:	ALAMEDA RAIL FACILITY GROUP							
To:	ALL LOCATIONS GROUP	25.00	49.00	55.00	59.00	65.00	4	UP
Issued:		December 6, 2017				Page: 2 of 8		
Effective:		January 1, 2018				Item: 794-T		
						Continued on next page		
MITA 2-A								

		Col 1 Rate	Col 2 Rate	Col 3 Rate	Col 4 Rate	Col 5 Rate	Notes	Route Code / Group
From:	ALL LOCATIONS GROUP							ORIGIN
To:	ALAMEDA ICTF FACILITY GROUP	25.00	49.00	55.00	59.00	65.00	5	UP DESTINA TIO
	ALAMEDA ICTF FACILITY GROUP	6.00	12.00	13.00	14.00	16.00	6	UP DESTINA TIO
	ALAMEDA PORT FACILITY GROUP	25.00	49.00	55.00	59.00	65.00	3	UP DESTINA TIO
	ALAMEDA RAIL FACILITY GROUP	25.00	49.00	55.00	59.00	65.00	7	UP DESTINA TIO
APPLICATION AND RATES								
COLUMN	RATE APPLICATION RULES							
1.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length not exceeding 22 feet 00 inches.							
2.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 22 feet 01 inches but not exceeding 44 feet 00 inches.							
3.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 44 feet 01 inches but not exceeding 47 feet 11 inches.							
4.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 48 feet 00 inches but not exceeding 52 feet 00 inches, AND Applies in AAR Car Type U, containers.							
5.	Rates are in U.S. dollars Per Container. Applies in equipment with an outside length equal to or greater than 52 feet 01 inches but not exceeding 57 feet 00 inches, AND Applies in AAR Car Type U, containers.							
		Col 1 Rate	Col 2 Rate	Col 3 Rate	Col 4 Rate	Col 5 Rate	Notes	Route Code / Group
STCC Group:	ALAMEDA CONTAINERS EMPTY GROUP							
From:	ALAMEDA ICTF FACILITY GROUP							
To:	ALL LOCATIONS GROUP	6.00	12.00	13.00	14.00	16.00	1	UP ORIGIN
	ALL LOCATIONS GROUP	6.00	12.00	13.00	14.00	16.00	2	UP
Issued:	December 6, 2017			MITA 2-A			Page: 3 of 8	
Effective:	January 1, 2018						Item: 794-T	
							Continued on next page	

		Col 1 Rate	Col 2 Rate	Col 3 Rate	Col 4 Rate	Col 5 Rate	Notes	Route Code / Group
								ORIGIN
From:	ALAMEDA PORT FACILITY GROUP							
To:	ALL LOCATIONS GROUP	6.00	12.00	13.00	14.00	16.00	3	UP ORIGIN
From:	ALL LOCATIONS GROUP							
To:	ALAMEDA ICTF FACILITY GROUP	6.00	12.00	13.00	14.00	16.00	5	UP DESTINA TIO
	ALAMEDA ICTF FACILITY GROUP	6.00	12.00	13.00	14.00	16.00	6	UP DESTINA TIO
	ALAMEDA PORT FACILITY GROUP	6.00	12.00	13.00	14.00	16.00	3	UP DESTINA TIO
APPLICATION AND RATES								
COLUMN	RATE APPLICATION RULES							
6.	Rates are in U.S. dollars Per Trailer. Price applies for Intermodal Service Code 87, ramp-to-door service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 82, door-to-ramp service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 80, door-to-door service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 17, ramp-to-door service for domestic and international shipments in motor carrier or rail equipment, OR Price applies for Intermodal Service Code 15, ramp-to-ramp service for domestic and international shipments in motor carrier or rail equipment, OR Price applies for Intermodal Service Code 12, door-to-ramp service for domestic and international shipments in motor carrier or rail equipment, OR Price applies for Intermodal Service Code 10, door-to-door service for domestic and international shipments in motor carrier or rail equipment, OR Price applies for Intermodal Service Code 67, ramp-to-door service for domestic and international shipments in private equipment, OR Price applies for Intermodal Service Code 65, ramp-to-ramp service for domestic and international shipments in private equipment, OR Price applies for Intermodal Service Code 62, door-to-ramp service for domestic and international shipments in private equipment, OR Price applies for Intermodal Service Code 60, door-to-door service for domestic and international shipments in private equipment, OR Price applies for Intermodal Service Code 47, ramp-to-door service for domestic shipments in steamship equipment, OR Price applies for Intermodal Service Code 45, ramp-to-ramp service for domestic shipments in steamship equipment, OR Price applies for Intermodal Service Code 42, door-to-ramp service for domestic shipments in steamship equipment, OR Price applies for Intermodal Service Code 40, door-to-door service for domestic shipments in steamship equipment, OR Price applies for Intermodal Service Code 27, ramp-to-door service for domestic and international shipments in rail equipment, OR Price applies for Intermodal Service Code 25, ramp-to-ramp service for domestic and international shipments in rail equipment, OR Price applies for Intermodal Service Code 22, door-to-ramp service for domestic and international shipments in rail equipment, OR Price applies for Intermodal Service Code 20, door-to-door service for domestic and international shipments in rail equipment. AND Applies in AAR Car Type Z, trailers.							
				Col 6 Rate		Notes		Route Code / Group
STCC Group:	ALAMEDA TRAILER COMMODITIES GROUP							
From:	ALAMEDA TRAILER FACILITIES GROUP							
To:	ALL LOCATIONS GROUP							
				Eff. 01/01/2030 Exp. 12/31/2031				UP ORIGIN
				19.00				
Issued: December 6, 2017 Effective: January 1, 2018								
MITA 2-A								
Page: 4 of 8 Item: 794-T Continued on next page								

		Col 6 Rate	Notes	Route Code / Group
	ALL LOCATIONS GROUP	Eff. 01/01/2028 Exp. 12/31/2029 18.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2026 Exp. 12/31/2027 17.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2024 Exp. 12/31/2025 16.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2021 Exp. 12/31/2023 15.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2019 Exp. 12/31/2020 14.00		UP ORIGIN
	ALL LOCATIONS GROUP	Exp. 12/31/2018 13.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2035 Exp. 12/31/2036 22.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2034 Exp. 12/31/2034 21.00		UP ORIGIN
	ALL LOCATIONS GROUP	Eff. 01/01/2032 Exp. 12/31/2033 20.00		UP ORIGIN
From:	ALL LOCATIONS GROUP			
To:	ALAMEDA TRAILER FACILITIES GROUP	Eff. 01/01/2021 Exp. 12/31/2023 15.00		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	Eff. 01/01/2024 Exp. 12/31/2025		UP DESTINATIO
Issued: December 6, 2017 Effective: January 1, 2018 MITA 2-A Page: 5 of 8 Item: 794-T Continued on next page				

		Col 6 Rate	Notes	Route Code / Group
	ALAMEDA TRAILER FACILITIES GROUP	16.00 Eff. 01/01/2026 Exp. 12/31/2027		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	17.00 Eff. 01/01/2028 Exp. 12/31/2029		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	18.00 Eff. 01/01/2030 Exp. 12/31/2031		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	19.00 Eff. 01/01/2019 Exp. 12/31/2020		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	14.00 Exp. 12/31/2018		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	13.00 Eff. 01/01/2035 Exp. 12/31/2036		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	22.00 Eff. 01/01/2034 Exp. 12/31/2034		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	21.00 Eff. 01/01/2032 Exp. 12/31/2033		UP DESTINATIO
	ALAMEDA TRAILER FACILITIES GROUP	20.00		

NOTES	DESCRIPTION
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1.	Price applies for Intermodal Service Code 65, ramp-to-ramp service for domestic and international shipments in private equipment, AND Applies on import shipments, AND Does not apply on export shipments, OR Price applies for Intermodal Service Code 65, ramp-to-ramp service for domestic and international shipments in private equipment, AND Applies on import shipments, AND Applies on export shipments, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Applies on import shipments, AND Does not apply on export shipments, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Applies on import shipments, AND Applies on export shipments, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Does not apply on import shipments, AND Does not apply on export shipments.
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Issued:	December 6, 2017
Effective:	January 1, 2018

MITA 2-A

Page: 6 of 8
Item: 794-T
Continued on next page

[illegible]

NOTES	DESCRIPTION	
	Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment. AND Does not apply on import shipments, AND Does not apply on export shipments.	
6.	Price applies for Intermodal Service Code 25, ramp-to-ramp service for domestic and international shipments in rail equipment, AND Applies on import shipments, AND Does not apply on export shipments. OR Price applies for Intermodal Service Code 25, ramp-to-ramp service for domestic and international shipments in rail equipment, AND Applies on export shipments, AND Does not apply on import shipments. OR Price applies for Intermodal Service Code 25, ramp-to-ramp service for domestic and international shipments in rail equipment, AND Applies on import shipments, AND Applies on export shipments, OR Price applies for Intermodal Service Code 25, ramp-to-ramp service for domestic and international shipments in rail equipment, AND Does not apply on export shipments. AND Does not apply on import shipments. OR Price applies for Intermodal Service Code 45, ramp-to-ramp service for domestic shipments in steamship equipment, AND Applies on export shipments, AND Does not apply on import shipments, OR Price applies for Intermodal Service Code 45, ramp-to-ramp service for domestic shipments in steamship equipment, AND Applies on import shipments, AND Does not apply on export shipments. OR Price applies for Intermodal Service Code 45, ramp-to-ramp service for domestic shipments in steamship equipment, AND Does not apply on import shipments, OR Price applies for Intermodal Service Code 45, ramp-to-ramp service for domestic shipments in steamship equipment, AND Applies on import shipments, OR Price applies for Intermodal Service Code 45, ramp-to-ramp service for domestic shipments in steamship equipment, AND Does not apply on import shipments, AND Does not apply on export shipments. OR Price applies for Intermodal Service Code 65, ramp-to-ramp service for domestic and international shipments in private equipment, AND Applies on import shipments, AND Does not apply on export shipments, AND Does not apply on import shipments, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Applies on import shipments. AND Does not apply on export shipments.	
7.	Price applies for Intermodal Service Code 65, ramp-to-ramp service for domestic and international shipments in private equipment, AND Applies on export shipments, AND Does not apply on import shipments, OR Price applies for Intermodal Service Code 65, ramp-to-ramp service for domestic and international shipments in private equipment, AND Applies on import shipments, AND Applies on export shipments. OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Applies on export shipments, AND Does not apply on import shipments, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Applies on import shipments, AND Applies on export shipments, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, AND Does not apply on import shipments, AND Does not apply on export shipments.	
ROUTE CODE	ROUTE GROUP	ROUTE / (JCT CODE)
UP UP 0	UP ORIGIN	UP
JCT CONN 1	UP ORIGIN	UP -Any Junction-CONN
UP UP 0	UP DESTINATIO	UP
JCT CONN 2	UP DESTINATIO	CONN-Any Junction-UP
*CONN: Any foreign carrier with which Railroad interchanges at designated junction.		
*Any Junction: Any junction at which Railroad interchanges with connections.		

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

ALAMEDAICTFFACILITY GROUP
CA. ICTF *

ALAMEDAPORTFACILITY GROUP
CA. GLOBAL GATEWAY SO *
CA. LA HARBOR APM TERMI *
CA. LAXT *
CA. LONG BEACH *
CA. LONG BEACH A PIER *
CA. LONG BEACH E PIER *
CA. LONG BEACH ITS *
CA. LONG BEACH J PIER *
CA. LONG BEACH LBC *
CA. LONG BEACH PCT *
CA. LONG BEACH T PIER *
CA. LOS ANGELES HARBOR *
CA. TERMINAL ISLAND *
CA. TICTF *
CA. TRAPAC *
CA. WEST BASIN *
CA. YUSEN TERMINAL *

ALAMEDARAILFACILITY GROUP
CA. CITY OF INDUSTRY *
CA. LATC *
CA. LOS ANGELES *
CA. MONTEBELLO *

ALAMEDATRAILERFACILITIES GROUP
CA. GLOBAL GATEWAY SO *
CA. ICTF *
CA. LA HARBOR APM TERMI *
CA. LAXT *
CA. LONG BEACH *
CA. LONG BEACH A PIER *
CA. LONG BEACH ITS *
CA. LONG BEACH J PIER *
CA. LONG BEACH PCT *
CA. LONG BEACH T PIER *
CA. LOS ANGELES HARBOR *
CA. TERMINAL ISLAND *
CA. TICTF *
CA. WEST BASIN *
CA. YUSEN TERMINAL *

ALLOCATIONS GROUP
ALBERTA *
AGUASCALIENTES *
ALASKA *
ALABAMA *
ARKANSAS *
ARIZONA *
BRITISH COLUMBIA *
BAJA CALIFORNIA *
CALIFORNIA *
CHIAPAS *
CHIHUAHUA *
COLIMA *
COLORADO *
CONNECTICUT *
COAHUILA *
DISTRICT OF COLUMBIA *
DELAWARE *
DISTRITO FEDERAL *
DURANGO *
ESTADO DE MEXICO *
FLORIDA *
GEORGIA *
GUANAJUATO *
GUERRERO *
HIDALGO *
HAWAII *
IOWA *
IDAHO *
ILLINOIS *

INDIANA *
JALISCO *
KANSAS *
KENTUCKY *
LOUISIANA *
MASSACHUSETTS *
MANITOBA *
MARYLAND *
MAINE *
MICHIGAN *
MINNESOTA *
MISSOURI *
MORELOS *
MISSISSIPPI *
MONTANA *
NAYARIT *
NEW BRUNSWICK *
NORTH CAROLINA *
NORTH DAKOTA *
NEBRASKA *
NEWFOUNDLAND *
NEW HAMPSHIRE *
NEW JERSEY *
NUEVO LEON *
NEW MEXICO *
NOVA SCOTIA *
NORTHWEST TERRITORIES *
NEVADA *
NEW YORK *
OAXACA *
OHIO *
OKLAHOMA *
ONTARIO *
OREGON *
PENNSYLVANIA *
PRINCE EDWARD ISLAND *
QUEBEC *
PUERTO RICO *
PUEBLA *
QUERETARO *
QUINTANA ROO *
RHODE ISLAND *
SOUTH CAROLINA *
SOUTH DAKOTA *
SINALOA *
SASKATCHEWAN *
SAN LUIS POTOSI *
SONORA *
TLAXCALA *
TAMAULIPAS *
TENNESSEE *
TEXAS *
UTAH *
VIRGINIA *
VERACRUZ *
VERMONT *
WASHINGTON *
WISCONSIN *
WEST VIRGINIA *
WYOMING *
ZACATECAS *

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: December 6, 2017
Effective: January 1, 2018

MITA 2-A

Appendix A Page: 1 of 1
Item: 794-T



MITA 2-A

Item: 795-A
RULE 11 SHIPMENTS

RULE 11 SHIPMENTS

- A. A Rule 11 Shipment will be considered any Intermodal Shipment that is billed by a Shipper from a UPRR Intermodal Terminal to a specific destination located on a connecting railroad via an established Gateway Point, (for example, Chicago, IL, St. Louis, MO, Memphis, TN, New Orleans, LA, etc.), that UPRR would normally deliver to that connecting line via steel wheel interchange at a given Gateway point in UPRR's normal course of rail operations. These Shipments may move in Intermodal Units on a variety of Double-Stack Cars and/or Conventional Intermodal Cars, mixed with Intermodal Units moving to various destinations via a particular Gateway point.
- B. [C] Once a Rule 11 Intermodal Shipment(s) reaches the Gateway Point, the Rule 11 Intermodal Shipment may be Grounded at that location and moved over the road at UPRR's drayage expense to the connecting rail carrier at that location. The Shipper or their designated Intermodal Equipment Provider (IEP) is responsible for supplying a Chassis for units that are rubber tire interchanged to connecting rail carriers. UPRR will use the IEP designated by the Shipper in their Letter of Authorization. UPRR and/or UPRR's drayage provider is not responsible for Chassis per diem charges.

Issued: August 23, 2018
Effective: August 24, 2018

MITA 2-A

Page: 1 of 1
Item: 795-A
Concluded on this page



MITA 2-A

Item: 796-B
SHIPMENT BALANCE SURCHARGE**SHIPMENT BALANCE SURCHARGE****[c]**

With the exception of SCQ 46133, the provisions of this Item 796 will apply to all Waterborne Containers contracts and SCQ's with an effective date of June 15, 2005 or after.

Shipment imbalances of Waterborne Containers result in significant railcar repositioning costs to UPRR. In order to partially offset these costs, Customer will be assessed a Shipment Balance Surcharge.

The Shipment Balance Surcharge will be calculated in two parts as described below.

Part One: East - West Shipment Balance Surcharge

In the event that a Customer's westbound Shipment balance via UPRR falls below 95% as measured on a quarterly basis and calculated as westbound Shipments divided by eastbound Shipments, the Customer will be assessed an "East - West Shipment Balance Surcharge". The East - West Shipment balance will be calculated by subtracting quarterly westbound Shipments from 95% of quarterly eastbound Shipments. Eastbound Shipments will be those Shipments moving east from a West Coast Intermodal Terminal. West Coast Intermodal Terminals will be grouped as:

- LA/Long Beach Intermodal Terminals,
- Oakland Intermodal Terminal, and
- Portland/Seattle/Tacoma Intermodal Terminals.

Similarly, westbound Shipments will be those Shipments moving westbound to a West Coast Intermodal Terminal. Shipments moving north and south between West Coast Intermodal Terminals will be excluded from the Shipment Balance Surcharge calculation.

The resulting difference will be multiplied by **\$400.00** with the resulting amount being identified as the "East - West Shipment Balance Surcharge".

Example

LA/Long Beach Quarterly Eastbound Shipments	= 3000
Oakland Quarterly Eastbound Shipments	= 500
Portland/Seattle/Tacoma Quarterly Eastbound Shipments	= 1500
Overall Quarterly Eastbound Shipments	= 5000
LA/Long Beach Quarterly Westbound Shipments	= 1000
Oakland Quarterly Westbound Shipments	= 1000
Portland/Seattle/Tacoma Quarterly Westbound Shipments	= 2000
Overall Quarterly Westbound Shipments	= 4000

To determine if a Shipment Balance Surcharge will apply:

$4000 / 5000 = 80\%$

Because 80% is less than 95%, East - West Shipment Balance Surcharge applies.

Issued: October 28, 2015
Effective: November 10, 2015

MITA 2-A

Page: 1 of 2
Item: 796-B
Continued on next page

To determine East - West Shipment Balance Surcharge:

$$(5000 \times 95\%) - 4000 = 750$$

$$750 \times \$400.00 = \$300,000 = \text{East - West Shipment Balance Surcharge}$$

Part Two: West Coast Shipment Balance Surcharge

Because railcars must be repositioned between West Coast Intermodal Terminals in order to support eastbound Shipments, a "West Coast Shipment Balance Surcharge" will also be assessed.

A "West Coast Shipment Balance Surcharge" will be assessed if westbound Shipments exceed eastbound Shipments to one or two of the three West Coast Intermodal Terminal groupings identified above in Part One of this Shipment Balance Surcharge item. In this case, the excess of westbound Shipments will be summed and multiplied by \$150.00. The result will be the "West Coast Shipment Balance Surcharge". If no West Coast Intermodal Terminal groupings have more westbound Shipments than eastbound Shipments, or if all West Coast Intermodal Terminals groupings have more westbound Shipments than eastbound Shipments, then no "West Coast Shipment Balance Surcharge" will be assessed.

Example:

LA/Long Beach Quarterly Shipment Balance

3000 eastbound and 1000 westbound = 2000 more eastbound
(eliminated from calculation)

Oakland Quarterly Shipment Balance

500 eastbound and 1000 westbound = 500 more westbound
(used in calculation)

Portland/ Seattle/Tacoma Quarterly Shipment Balance

1500 eastbound and 2000 westbound = 500 more westbound
(used in calculation)

500 + 500 = 1000 westbound Shipments

1000 x \$150.00 = **\$150,000 = West Coast Shipment Balance Surcharge**

Shipment Balance Surcharge Calculation

The "East - West Shipment Balance Surcharge" will be added to the "West Coast Shipment Balance Surcharge". The sum will be invoiced to the Customer on a quarterly basis. Payment of any Shipment Balance Surcharge amount will be due to UPRR within fifteen (15) calendar days from the invoice date.

Example

East - West Shipment Balance Surcharge	\$300,000
West Coast Shipment Balance Surcharge	\$150,000
Total invoice	\$450,000



MITA 2-A

Item: 797
WOOD PACKAGING MATERIALS

WOOD PACKAGING MATERIALS

Federal regulations (7 CFR Part 305) require that all wood packaging material (WPM) used for blocking, bracing, crating, dunnage, pallets or packaging of shipments imported into or exported from the United States be heat-treated to 56 degrees C (133 degrees F) for a minimum of 30 minutes, or fumigated with methyl bromide. The treated status of the WPM must be confirmed by a stamp of the applicable logo of the International Plant Protection Convention (IPPC) Secretariat, a part of the Food and Agriculture Organization (FAO) of the United Nations. An example of the logo can be found in Revision No. 15 of the INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES, REGULATION OF WOOD PACKAGING MATERIAL IN INTERNATIONAL TRADE (2009) publication-series (the ISPM Regulations of WPM).

In the event Union Pacific is advised by any governmental agency that a shipment is not compliant with the ISPM Regulations of WPM, Union Pacific will handle the railcar or cargo container containing the WPM as well as the cargo (the Shipment) in accordance with section 4.6 of the ISPM Regulations of WPM, or as Union Pacific is directed to handle the Shipment by a governmental agency. Union Pacific will notify the shipper of record noted on the Bill of Lading (the Shipper) of the Shipment's disposition.

The Shipper is solely responsible for reimbursing Union Pacific for any damages, expenses, fines, judgments or penalties (Claims) incurred by or assessed against Union Pacific resulting from the presence of any non-compliant WPM in a Shipment. In addition to the freight charges, Union Pacific will bill the Shipper for payment of any Claims assessed against Union Pacific pertaining to the presence of the non-compliant WPM. Payment is due within 15 days of invoice date.

Issued: March 30, 2011
Effective: April 20, 2011

MITA 2-A

Page: 1 of 1
Item: 797
Concluded on this page



MITA 2-A

Item: 798

GOVERNMENTAL AGENCY FINES OR PENALTIES FOR
SHIPMENTS MOVING FROM OR TO MEXICO

Governmental Agency Fines or Penalties for Shipments moving from or to Mexico.

Fines, penalties, or charges assessed against Union Pacific by a government agency for railcars or cargo containers moving into or out of Mexico will be billed directly to the shipper of record noted on the Bill of Lading that is responsible for the payment of freight charges (the Shipper). These fines can include, but are not limited to (a) inaccurate or missing billing and/or railcar content information, (b) inaccurate or missing Internal Transaction Number (ITN) that must be provided when railcars are cleared for export movement into Mexico, or (c) failure to discharge or close out the UP bond posted with U.S. Customs and Border Protection for Shipper. Union Pacific will bill the Shipper for payment of any fines, penalties, or charges outlined herein assessed against Union Pacific. Payment is due within 15 days of the invoice date.

Issued: March 30, 2011
Effective: April 20, 2011

MITA 2-A

Page: 1 of 1
Item: 798
Concluded on this page



MITA 2-A

Item: 799-A
ICTF GATE FEE

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-799-A

STCC/GROUP	STCC	DESCRIPTION
01/48		Farm Products / Waste Hazardous Materials Or Waste Hazardous Substances

GENERAL RULE ITEM 799

CONTAINER TRANSFER FACILITY (ICTF) GATE FEE

A. An ICTF gate fee, as specified herein, will be assessed for each Intermodal Unit that originates or terminates at ICTF, CA (SPLC 883716000).

B. This ICTF Gate Fee is in addition to all other charges that may be assessed against the Shipment.

C. Party responsible for line haul charges will be assessed and is responsible for payment of the ICTF Gate Fee.

D. Bare Chassis, moving without Containers, **will not** be assessed an ICTF Gate Fee.

General Application Rules for Item 799-A

1. DOES NOT apply in AAR Car Type Z1, trailers.
2. Applies in AAR Car Type U, containers, **OR** Applies in AAR Car Type Z, trailers.

APPLICATION AND RATES

COLUMN	RATE APPLICATION RULES
1.	Rates are in U.S. dollars Intermodal Unit.

		Col 1 Rate	Route Code / Group
STCC:	01/48 All Commodities		
From:	ALL NORTH AMERICA GROUP		
To:	CA, ICTF	30.00	UP DEST
From:	CA, ICTF		
To:	ALL NORTH AMERICA GROUP	30.00	UP ORIGIN

Issued:	May 4, 2017
Effective:	May 20, 2017

MITA 2-A

Page: 1 of 2
Item: 799-A
Continued on next page

ROUTE CODE	ROUTE GROUP	ROUTE / (JCT CODE)
UP UP 0	UP DEST	UP
JCT CONN 1	UP DEST	CONN-Any Junction-UP
UP UP 0	UP ORIGIN	UP
JCT CONN 2	UP ORIGIN	UP -Any Junction-CONN
*CONN: Any foreign carrier with which Railroad interchanges at designated junction.		
Issued: May 4, 2017 Effective: May 20, 2017 MITA 2-A Page: 2 of 2 Item: 799-A Concluded on this page		

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

ALL NORTH AMERICA GROUP

ALBERTA *
 AGUASCALIENTES *
 ALASKA *
 ALABAMA *
 ARKANSAS
 ARIZONA
 BRITISH COLUMBIA *
 BAJA CALIFORNIA *
 CALIFORNIA
 CHIAPAS *
 CHIHUAHUA *
 COLIMA *
 COLORADO
 CONNECTICUT *
 COAHUILA *
 DISTRICT OF COLUMBIA *
 DELAWARE *
 DISTRITO FEDERAL *
 DURANGO *
 ESTADO DE MEXICO *
 FLORIDA *
 GEORGIA *
 GUANAJUATO *
 GUERRERO *
 HIDALGO *
 IOWA
 IDAHO
 ILLINOIS
 INDIANA *
 JALISCO *
 KANSAS
 KENTUCKY *
 LOUISIANA
 MASSACHUSETTS *
 MANITOBA *
 MARYLAND *
 MAINE *
 MICHOACAN *
 MICHIGAN *
 MINNESOTA
 MISSOURI
 MORELOS *
 MISSISSIPPI *
 MONTANA
 NAYARIT *
 NEW BRUNSWICK *
 NORTH CAROLINA *
 NORTH DAKOTA *
 NEBRASKA
 NEWFOUNDLAND *
 NEW HAMPSHIRE *
 NEW JERSEY *
 NUEVO LEON *
 NEW MEXICO
 NOVA SCOTIA *
 NORTHWEST TERRITORIES *
 NEVADA
 NEW YORK *
 OAXACA *
 OHIO *
 OKLAHOMA
 ONTARIO *
 OREGON
 PENNSYLVANIA *
 PRINCE EDWARD ISLAND *
 QUEBEC *
 PUEBLA *
 QUERETARO *
 RHODE ISLAND *
 SOUTH CAROLINA *
 SINALOA *
 SASKATCHEWAN *
 SAN LUIS POTOSI *
 SONORA *

TLAXCALA *
 TAMAULIPAS *
 TENNESSEE
 TEXAS
 UTAH
 VIRGINIA *
 VERACRUZ *
 VERMONT *
 WASHINGTON
 WISCONSIN
 WEST VIRGINIA *
 WYOMING
 YUKON TERRITORY *
 ZACATECAS *

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: May 4, 2017
 Effective: May 20, 2017

MITA 2-A

Appendix A Page: 1 of 1
 Item: 799-A

		MITA 2-A	Item: 810-AD STORAGE FREE TIME AND CHARGES
CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire			
For billing purposes use the following rate authority: MITA 2-A-810-AD			
STCC/GROUP	STCC	DESCRIPTION	
ALL STCCS INTERNAL			
	01-99	All Commodities	
GENERAL RULE ITEM 810			
STORAGE FREE TIME AND CHARGES			
Applies only to domestic Intermodal Shipments			
A. Notification:			
1. The Shipper or its Agent is responsible for providing UPRR with the Notify Party contact telephone number on the Waybill regarding all Shipments. UPRR will give official notification of the Intermodal Unit grounding to the Notify Party (whether that is the Shipper of record, Broker, or some other party) at the telephone number provided on the Waybill.			
2. The entity indicated as the Notify Party is responsible for notifying the Shipper of record, Broker, or other involved parties of the Intermodal Unit's grounding and its availability for pick-up. Once UPRR notifies the Notify Party at the telephone number provided on the Waybill that the Intermodal Unit is grounded, Storage Charges will not be waived due to failure of the Notify Party to provide notification to the Shipper of record, Broker or other involved parties.			
B. Free Time:			
Free Time will be allowed as provided below for each Intermodal Unit from the first 5:00 PM after UPRR notification.			
All UPRR terminals will continue with Sunday as an exempt day and 48 hours free time with the exceptions noted below:			
Exception 1:			
Sunday will no longer be a free day at the following terminals:			
LATC and Los Angeles, CA, Global 2, IL, Kansas City, MO, Portland (Brooklyn), OR, DIT and Port Laredo, TX			
Exception 2:			
In addition to Sunday being chargeable, free time will be 24 hours at the following terminals:			
LATC and Los Angeles, CA, Global 2, IL (domestic only), Portland (Brooklyn), OR, and Port Laredo, TX (domestic only).			
[c]			
Exception 3:			
Issued:	April 9, 2018	MITA 2-A	Page: 1 of 7
Effective:	April 9, 2018		Item: 810-AD
			Continued on next page

The Van Notification event will now occur before 1200 on Friday at the following terminals:
LATC and Los Angeles, CA, Global 2, IL, Kansas City, MO, Portland (Brooklyn), OR, DIT and Port Laredo, TX
[c]

Exception 4:

Terminals with +24 hours free time:

If Van Notify event is after Friday at 1200 but before 1700 on Saturday, the day of notification will be considered as being Sunday at the following terminals:

LATC and Los Angeles, CA, Global 2, IL (domestic only), Portland (Brooklyn), OR and Port Laredo, TX (domestic only).

[c]

Exception 5:

Terminals with +48 hours free time:

If Van Notify event is after Friday at 1200 but before Saturday at 1700, the day of notification is Saturday at the following terminal:

Kansas City, MO

C. Intermodal Storage Charges and Application Rules:

Upon expiration of Free Time, unless otherwise provided herein, any Intermodal Unit held at a UPRR Intermodal Terminal will be assessed the Intermodal Storage charges published herein.

Column 1:

Intermodal Storage Charges are in U.S. dollars per Intermodal Unit per day and apply under these conditions:

Applies on the first chargeable day and every day thereafter, up to and including the fifth day. Once Storage Charges commence, every day thereafter is subject to Storage Charges.

Column 2:

Intermodal Storage Charges are in U.S. dollars per Intermodal Unit per day and apply under these conditions:

Applies on the sixth chargeable day and every day thereafter. Once Storage Charges commence, every day thereafter is subject to Storage Charges.

Column 1	Column 2
\$100.00	\$200.00

The below matrix is for information only and applies only for those terminals where Sunday is an exempt day and 48 hours free time applies. Exceptions detailed in paragraph B above will require adjustment to exempt days and/or free time.

UNION PACIFIC Intermodal Storage Charge Calendar
(Storage Charges stated in U.S. Dollars per day)

Notify occurs prior to 5:00 PM on:	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Monday	N	F	F	100	100	100	100	100	200	200	200	200	200	200
Tuesday		N	F	F	100	100	100	100	100	200	200	200	200	200
Wednesday			N	F	F	100	100	100	100	100	200	200	200	200
Thursday				N	F	F	100	100	100	100	100	200	200	200
Friday					N	F	X	F	100	100	100	100	100	200
Saturday						N	X	F	F	100	100	100	100	100
Sunday							X	N	F	F	100	100	100	100
Notify occurs at 5:00 PM or after on:	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Page: 2 of 7
Item: 810-AD
Continued on next page

Monday	X	N	F	F	100	100	100	100	100	200	200	200	200	200
Tuesday		X	N	F	F	100	100	100	100	100	200	200	200	200
Wednesday			X	N	F	F	100	100	100	100	100	200	200	200
Thursday				X	N	F	X	F	100	100	100	100	100	200
Friday					X	N	X	F	100	100	100	100	100	100
Saturday						X	X	N	F	F	100	100	100	100
Sunday							X	N	F	F	100	100	100	100

Legend: N = Day of notification; F = Free day; X = Non-chargeable day

Note: If a Notify day is a Sunday or a Holiday, then the Sunday/Holiday is exempt.
If a Free day is a Sunday or a Holiday, then the Sunday/Holiday is exempt.
If the first chargeable day is a Sunday or a Holiday, then the Sunday/Holiday is chargeable.
If a day preceding a Sunday or a Holiday is a chargeable day, then the Sunday/Holiday is chargeable.

GENERAL APPLICATION RULES FOR ITEM 810-SERIES:

The following Holidays will be considered exempt days when calculating Free Time (where Free Time is applicable). However, if Free Time expires prior to any listed Holiday, the Holiday is chargeable.

1. New Year's Day
2. Memorial Day
3. [c] Independence Day (July 4th)
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. Fat Tuesday [applicable ONLY for UPRR's New Orleans, LA (Avondale) facility] Note: Applies only on the day celebrated by the City of New Orleans during its Mardi Gras celebration known in New Orleans, LA as "Fat Tuesday".

General Application Rules for Item 810-AD

1. New Year's Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
2. Memorial Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
3. U.S. Independence Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
4. Labor Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
5. Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Page: 3 of 7
Item: 810-AD
Continued on next page

General Application Rules for Item 810-AD					
6.	Christmas Eve is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
7.	Christmas Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
8.	New Year's Eve is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the Sixth chargeable day and every day thereafter, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	CA, ICTF				
To:	CA, ICTF	100.00	200.00	1	UP
From:	TX, ENGLEWOOD				
To:	TX, ENGLEWOOD	100.00	200.00		UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the Sixth chargeable day and every day thereafter, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays.				
Issued:	April 9, 2018	MITA 2-A		Page: 4 of 7	
Effective:	April 9, 2018			Item: 810-AD	
				Continued on next page	

COLUMN	INTERMODAL STORAGE APPLICATION RULES				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	UP RAMPS - SATURDAYS NOT EXEMPT DURING FREE TIME GROUP				
To:	UP RAMPS - SATURDAYS NOT EXEMPT DURING FREE TIME GROUP	100.00	200.00		UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 1 Day(s) of Free Time shall be allowed.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the Sixth chargeable day and every day thereafter, AND 1 Day(s) of Free Time shall be allowed.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	CA, LATC				
To:	CA, LATC	100.00	200.00		UP
From:	CA, LOS ANGELES				
To:	CA, LOS ANGELES	100.00	200.00		UP
From:	IL, GLOBAL 2				
To:	IL, GLOBAL 2	100.00	200.00		UP
From:	IL, MELROSE PARK				
To:	IL, MELROSE PARK	100.00	200.00		UP
From:	OR, PORTLAND				
To:	OR, PORTLAND	100.00	200.00		UP
From:	TX, PORT LAREDO				
To:	TX, PORT LAREDO	100.00	200.00		UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Fat Tuesday is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions:				
Issued: April 9, 2018 Effective: April 9, 2018					
MITA 2-A					
Page: 5 of 7 Item: 810-AD Continued on next page					

COLUMN	INTERMODAL STORAGE APPLICATION RULES				
	Applies on the Sixth chargeable day and every day thereafter. AND 2 Day(s) of Free Time shall be allowed. AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays. AND Fat Tuesday is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable. AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	LA, AVONDALE				
To:	LA, AVONDALE	100.00	200.00	2	UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the Sixth chargeable day and every day thereafter, AND 2 Day(s) of Free Time shall be allowed.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	MO, KANSAS CITY				
To:	MO, KANSAS CITY	100.00	200.00		UP
From:	TX, DIT				
To:	TX, DIT	100.00	200.00		UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the Sixth chargeable day and every day thereafter, AND 2 Day(s) of Free Time shall be allowed, AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays.				
Issued: April 9, 2018 Effective: April 9, 2018					
MITA 2-A					
Page: 6 of 7 Item: 810-AD Continued on next page					

ORIGIN AND DESTINATION GROUPS

GROUP NAME
LOCATIONS

UPRAMPS-
SATURDAYSNOTEXEMPTDURINGFREETIME
GROUP

AR, MARION
AZ, WILMOT
CA, CITY OF INDUSTRY
CA, DOMINGUEZ
CA, LATHROP
CA, MONTEBELLO *
CA, OAKLAND
CA, VALLA
CO, DENVER *
CO, NORTH YARD
IA, COUNCIL BLUFFS
IL, ANGEL YARD
IL, CHICAGO CANAL ST *
IL, CHICANUP
IL, DUPO
IL, GLOBAL 1
IL, GLOBAL 3
IL, GLOBAL 4
IL, MCCOOK
IL, RAILPORT
IL, YARD CENTER
KS, ARMOURDALE
NM, SANTA TERESA RAMP
NV, SPARKS
TX, ALFALFA
TX, DONNA
TX, HOUSTON *
TX, MESQUITE *
TX, RIO VALLEY
TX, SAIT
UT, SLCIT
WA, SEATTLE
WA, TACSIM

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Appendix A Page: 1 of 1
Item: 810-AD



MITA 2-A

Item: 811-E
INTERNATIONAL INTERMODAL STORAGE FREE TIME & CHARGES

CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire

For billing purposes use the following rate authority: MITA 2-A-811-E

STCC/GROUP	STCC	DESCRIPTION
------------	------	-------------

ALL STCCS INTERNAL

01-99

All Commodities

GENERAL RULE ITEM 811

STORAGE FREE TIME AND CHARGES

Applies only to international Intermodal Shipments

A. Notification:

1. The Shipper or its Agent is responsible for providing UPRR with the Notify Party contact telephone number on the Waybill regarding all Shipments. UPRR will give official notification of the Intermodal Unit grounding to the Notify Party (whether that is the Shipper of record, Broker, or some other party) at the telephone number provided on the Waybill.
2. The entity indicated as the Notify Party is responsible for notifying the Shipper of record, Broker, or other involved parties of the Intermodal Unit's grounding and its availability for pick-up. Once UPRR notifies the Notify Party at the telephone number provided on the Waybill that the Intermodal Unit is grounded, Storage Charges will not be waived due to failure of the Notify Party to provide notification to the Shipper of record, Broker or other involved parties.

B. Free Time:

Free Time will be allowed as provided below for each Intermodal Unit from the first 5:00 PM after UPRR notification.

All UPRR terminals will continue with Sunday as an exempt day and 48 hours free time with the exceptions noted below:

Exception 1:

Sunday will no longer be a free day at the following terminals:

LATC and Los Angeles, CA, Global 2, IL, Kansas City, MO, Portland (Brooklyn), OR, DIT and Port Laredo, TX

Exception 2:

In addition to Sunday being chargeable, free time will be 24 hours at the following terminals:

LATC and Los Angeles, CA, Global 2, IL (domestic only), Portland (Brooklyn), OR, and Port Laredo, TX (domestic only).

[c]

Exception 3:

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Page: 1 of 8
Item: 811-E
Continued on next page

The Van Notification event will now occur before 1200 on Friday at the following terminals:
LATC and Los Angeles, CA, Global 2, IL, Kansas City, MO, Portland (Brooklyn), OR, DIT and Port Laredo, TX.
[c]

Exception 4:

Terminals with +24 hours free time:

If Van Notify event is after Friday at 1200 but before 1700 on Saturday, the day of notification will be considered as being Sunday at the following terminals:

LATC and Los Angeles, CA, and Portland (Brooklyn), OR.

[c]

Exception 5:

Terminals with +48 hours free time:

If Van Notify event is after Friday at 1200 but before Saturday at 1700, the day of notification is Saturday at the following terminals:

Kansas City, MO, Global 2, IL, DIT and Port Laredo, TX.

C. Intermodal Storage Charges and Application Rules:

Upon expiration of Free Time, unless otherwise provided herein, any Intermodal Unit held at a UPRR Intermodal Terminal will be assessed the Intermodal Storage charges published herein.

Column 1:

Intermodal Storage Charges are in U.S. dollars per Intermodal Unit per day and apply under these conditions:

Applies on the first chargeable day and every day thereafter, up to and including the fifth day. Once Storage Charges commence, every day thereafter is subject to Storage Charges.

Column 2:

Intermodal Storage Charges are in U.S. dollars per Intermodal Unit per day and apply under these conditions:

Applies on the sixth chargeable day and every day thereafter. Once Storage Charges commence, every day thereafter is subject to Storage Charges.

Column 1	Column 2
\$100.00	\$200.00

The below matrix is for information only and applies only for those terminals where Sunday is an exempt day and 48 hours free time applies. Exceptions detailed in paragraph B above will require adjustment to exempt days and/or free time.

UNION PACIFIC Intermodal Storage Charge Calendar
(Storage Charges stated in U.S. Dollars per day)

Notify occurs prior to 5:00 PM on:	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Monday	N	F	F	100	100	100	100	100	200	200	200	200	200	200
Tuesday		N	F	F	100	100	100	100	100	200	200	200	200	200
Wednesday			N	F	F	100	100	100	100	100	200	200	200	200
Thursday				N	F	F	100	100	100	100	100	200	200	200
Friday					N	F	X	F	100	100	100	100	100	200
Saturday						N	X	F	F	100	100	100	100	100
Sunday							X	N	F	F	100	100	100	100
Notify occurs at 5:00 PM or after on:	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Page: 2 of 8
Item: 811-E
Continued on next page

Monday	X	N	F	F	100	100	100	100	100	200	200	200	200	200
Tuesday		X	N	F	F	100	100	100	100	100	200	200	200	200
Wednesday			X	N	F	F	100	100	100	100	100	200	200	200
Thursday				X	N	F	X	F	100	100	100	100	100	200
Friday					X	N	X	F	F	100	100	100	100	100
Saturday						X	X	N	F	F	100	100	100	100
Sunday							X	N	F	F	100	100	100	100

Legend: N = Day of notification; F = Free day; X = Non-chargeable day

Note: If a Notify day is a Sunday or a Holiday, then the Sunday/Holiday is exempt.
If a Free day is a Sunday or a Holiday, then the Sunday/Holiday is exempt.
If the first chargeable day is a Sunday or a Holiday, then the Sunday/Holiday is chargeable.
If a day preceding a Sunday or a Holiday is a chargeable day, then the Sunday/Holiday is chargeable.

GENERAL APPLICATION RULES FOR ITEM 810-SERIES:

The following Holidays will be considered exempt days when calculating Free Time (where Free Time is applicable). However, if Free Time expires prior to any listed Holiday, the Holiday is chargeable.

1. New Year's Day
2. Memorial Day
3. [c] Independence Day (July 4th)
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. Fat Tuesday [applicable ONLY for UPRR's New Orleans, LA (Avondale) facility] Note: Applies only on the day celebrated by the City of New Orleans during its Mardi Gras celebration known in New Orleans, LA as "Fat Tuesday".

General Application Rules for Item 811-E

1. New Year's Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
2. Memorial Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
3. U.S. Independence Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
4. Labor Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.
5. Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Page: 3 of 8
Item: 811-E
Continued on next page

General Application Rules for Item 811-E					
6.	Christmas Eve is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
7.	Christmas Day is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
8.	New Year's Eve is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays. AND 1934 Waterfront Strike is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Applies on the Sixth chargeable day and every day thereafter, AND 1934 Waterfront Strike is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	CA, ICTF				
To:	CA, ICTF	100.00	200.00	1	UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 1 Day(s) of Free Time shall be allowed.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: 1 Day(s) of Free Time shall be allowed, AND Applies on the Sixth chargeable day and every day thereafter.				
Issued:	April 9, 2018	MITA 2-A		Page: 4 of 8	
Effective:	April 9, 2018			Item: 811-E	
				Continued on next page	

COLUMN	INTERMODAL STORAGE APPLICATION RULES				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	CA, LATC	100.00	200.00	1	UP
To:	CA, LATC				
From:	CA, LOS ANGELES	100.00	200.00	1	UP
To:	CA, LOS ANGELES				
From:	OR, PORTLAND	100.00	200.00	1	UP
To:	OR, PORTLAND				
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: 2 Day(s) of Free Time shall be allowed, AND Applies on the Sixth chargeable day and every day thereafter.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	IL, GLOBAL 2	100.00	200.00	1	UP
To:	IL, GLOBAL 2				
From:	IL, MELROSE PARK	100.00	200.00	1	UP
To:	IL, MELROSE PARK				
From:	MO, KANSAS CITY	100.00	200.00	1	UP
To:	MO, KANSAS CITY				
From:	TX, DIT	100.00	200.00	1	UP
To:	TX, DIT				
From:	TX, PORT LAREDO	100.00	200.00	1	UP
To:	TX, PORT LAREDO				
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Applies on the Sixth chargeable day and every day thereafter.				
Issued: April 9, 2018		MITA 2-A		Page: 5 of 8	
Effective: April 9, 2018				Item: 811-E	
				Continued on next page	

COLUMN	INTERMODAL STORAGE APPLICATION RULES				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	UP RAMPS - SATURDAYS NOT EXEMPT DURING FREE TIME GROUP				
To:	UP RAMPS - SATURDAYS NOT EXEMPT DURING FREE TIME GROUP	100.00	200.00	1	UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND Fat Tuesday is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND 2 Day(s) of Free Time shall be allowed. AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Fat Tuesday is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Fat Tuesday is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND 2 Day(s) of Free Time shall be allowed, AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Applies on the Sixth chargeable day and every day thereafter, AND Fat Tuesday is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	LA, AVONDALE				
To:	LA, AVONDALE	100.00	200.00	1	UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Saturdays and Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: 2 Day(s) of Free Time shall be allowed, AND Saturdays and Sundays shall be exempt. Exempt days are not included in				
Issued: April 9, 2018		MITA 2-A		Page: 6 of 8	
Effective: April 9, 2018				Item: 811-E	
				Continued on next page	

COLUMN	INTERMODAL STORAGE APPLICATION RULES				
	the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Applies on the Sixth chargeable day and every day thereafter.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	AZ, PHOENIX				
To:	AZ, PHOENIX	Exp. 04/10/2018	Exp. 04/10/2018	1	UP
		100.00	200.00		
From:	AZ, PHOENIX EXPRESS				
To:	AZ, PHOENIX EXPRESS	Exp. 04/10/2018	Exp. 04/10/2018	1	UP
		100.00	200.00		
From:	NV, LAS VEGAS				
To:	NV, LAS VEGAS	100.00	200.00	1	UP
From:	NV, VALLEY				
To:	NV, VALLEY	100.00	200.00	1	UP
APPLICATION AND INTERMODAL STORAGE CHARGES					
COLUMN	INTERMODAL STORAGE APPLICATION RULES				
1.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: Applies on the first chargeable day and every day thereafter , up to and including the fifth day, AND 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
2.	INTERMODAL STORAGE charges are in U.S. dollars Per Unit Per Day and apply under these conditions: 2 Day(s) of Free Time shall be allowed, AND Sundays shall be exempt. Exempt days are not included in the calculation of free time. Once charges commence, every day thereafter is subject to charges, including Saturdays and Sundays, AND Applies on the Sixth chargeable day and every day thereafter, AND The Friday after Thanksgiving is an exempt day and is not included in the computation of Free Time (where Free Time is applicable). If Free Time expires prior to this holiday, this holiday will be chargeable.				
		Col 1 Amount	Col 2 Amount	Notes	Route Code / Group
STCC Group:	ALL STCCS INTERNAL GROUP				
From:	TX, ENGLEWOOD				
To:	TX, ENGLEWOOD	100.00	200.00	1	UP
NOTES	DESCRIPTION				
1.	Price applies for Intermodal Service Code 80, door-to-door service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 82, door-to-ramp service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 85, ramp-to-ramp service for international shipments in steamship equipment, OR Price applies for Intermodal Service Code 87, ramp-to-door service for international shipments in steamship equipment.				
Issued:	April 9, 2018	MITA 2-A		Page: 7 of 8	
Effective:	April 9, 2018			Item: 811-E	
				Continued on next page	

Issued: April 9, 2018
Effective: April 9, 2018

MITA 2-A

Page: 8 of 8
Item: 811-E
Concluded on this page

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

UPRAMPS-
SATURDAYSNOTEXEMPTDURINGFREETIME
GROUP

AR. MARION
AZ. WILMOT
CA. CITY OF INDUSTRY
CA. DOMINGUEZ
CA. LATHROP
CA. MONTEBELLO *
CA. OAKLAND
CA. VALLA
CO. DENVER *
CO. NORTH YARD
IA. COUNCIL BLUFFS
IL. ANGEL YARD
IL. CHICAGO CANAL ST *
IL. CHICANUP
IL. DUPO
IL. GLOBAL 1
IL. GLOBAL 3
IL. GLOBAL 4
IL. MCCOOK
IL. RAILPORT
IL. YARD CENTER
KS. ARMOURDALE
NM. SANTA TERESA RAMP
NV. SPARKS
TX. ALFALFA
TX. DONNA
TX. HOUSTON *
TX. MESQUITE *
TX. RIO VALLEY
TX. SALT
UT. SLCIT
WA. SEATTLE
WA. TACSIM

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: April 9, 2018
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MITA 2-A

Appendix A Page: 1 of 1
Item: 811-E



MITA 2-A

Item: 815-C
STORAGE AT INTERMODAL TERMINALS IN MEXICO**Storage at Designated Intermodal Terminals in Mexico**

Upon expiration of Free Time, a charge of Thirty Dollars (\$30.00 USD) per day or fraction thereof will apply to each Intermodal Unit (whether rail or privately owned) held at an Intermodal Terminal in Mexico, under the following conditions:

Destination Storage:

Shipments originating in the United States or Canada that are destined for Mexico will be assessed the Storage Charge published herein if Intermodal Unit is not out-gated after notification day plus three (3) days of Free Time. Free time will start at 00:01 (midnight) of the day following notification. Weekends and Mexico Holidays (**See Note 1**) will be exempt from Free Time calculations (**as explained in Notes 2 through 4**).

occurs prior to 23:59 on:	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
MON	N	F	F	F	30	30	30	30	30	30	30	30	30	30
TUE		N	F	F	F	30	30	30	30	30	30	30	30	30
WED			N	F	F	X	X	F	30	30	30	30	30	30
THU				N	F	X	X	F	F	30	30	30	30	30
FRI					N	X	X	F	F	F	30	30	30	30
SAT						X	X	N	F	F	F	30	30	30
SUN							X	N	F	F	F	30	30	30

N = Day of notification
F = Free Day
X = Non-Chargeable day

Note:

- (1) **Mexico Holidays are as defined in MITA.**
- (2) If the Day of Notification is a Saturday, Sunday or Mexico Holiday, then the Saturday/Sunday or Mexico Holiday will be considered a Non-Chargeable Day.
- (3) If a Free Day is a Saturday, Sunday, or a Mexico Holiday, then the Saturday, Sunday, and/or Mexico Holiday is a Non-Chargeable Day.
- (4) If the first chargeable day is a Saturday, Sunday or Mexico Holiday, then the Saturday, Sunday, or Mexico Holiday is chargeable.
- (5) If a day preceding a Saturday, Sunday or Mexico Holiday is a chargeable day, then each of the days of Saturday, Sunday, or the Mexico Holiday is chargeable.

Origin Storage:

Shipments originating in Mexico will be assessed the Storage Charge published herein for any loaded Intermodal Unit that exceeds in-gate day plus 13 days of Free Time. Free Time begins the first 12:00 AM after in-gate. Weekends and Mexico Holidays will be exempt from Free Time Calculations.

Example: An Intermodal Unit is in-gated at a Mexico Public Intermodal Terminal at 1600 hrs. Monday October 1st. Free time

Issued: May 30, 2017
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MITA 2-A

Page: 1 of 2
Item: 815-C
Continued on next page

will start at 00:01 (midnight) Tuesday October 2nd. Free time will end at 00:01 (midnight) Monday October 15th. If the Intermodal Unit is out-gated Thursday October 18th at 10:00AM, the applicable Storage Charges will be One Hundred Twenty Dollars (\$120.00 USD).

Issued: May 30, 2017
Effective: June 21, 2017

MITA 2-A

Page: 2 of 2
Item: 815-C
Concluded on this page

	MITA 2-A	Item: 820-O FLIP CHARGES
CHANGE KEY: A-Add; C-Change; D-Decrease; I-Increase; and X-Expire		
For billing purposes use the following rate authority: MITA 2-A-820-O		
STCC/GROUP	STCC	DESCRIPTION
4611110		Freight All Kinds, (Fak) Or All Freight Rate Ship- Ments, Nec. Or Trailer-On Flatcar Shipments, Commercial (Except Iden- Tified By Commodities, Then Code By Commodity)
GENERAL RULE ITEM 820		
FLIP CHARGES		
[c] Customers requiring extra Flips (Lift-on or Lift-off), in excess of the one (1) free authorized Flip at origin or destination Intermodal Terminal, will be assessed a Flip charge per occurrence as published herein. Flip Charges may be collected at UPRR Intermodal Terminals prior to performing the Flip (Lift), or by accessing the Intermodal Accessorial Management tool found on MYUPRR.com. Inbound Containers (Rail) for Outbound Highway Movement: Staging of private Chassis will no longer be permitted. Inbound Containers will be de-ramped on a UP-owned yard Chassis, or will be handled by live Lifts to the appropriate empty private Chassis. If the international Customer for an inbound Container does not utilize the Distributed Common Chassis Pool (DCCP), UPRR will lift that Customer's Container onto a private Chassis when the Customer's Drayman in-gates the private Chassis. Inbound Containers (Highway) for Outbound Rail Movement: Shipments in international Containers delivered for outbound rail departures will require a Lift from any private Chassis. Customers must remove empty private Chassis immediately after the "Flip" is performed. A per Flip charge as published herein will be assessed against the party requiring the "Flip".		
Issued: August 30, 2018 Effective: October 1, 2018	MITA 2-A	Page: 1 of 2 Item: 820-O Continued on next page

ORIGIN AND DESTINATION GROUPS

GROUP NAME LOCATIONS

ALLUPRAMPSMINUSKANSASCITY GROUP

AR, MARION *
 AZ, TUCSON
 CA, CITY OF INDUSTRY *
 CA, ICTF *
 CA, LATC *
 CA, LATHROP *
 CA, LOS ANGELES *
 CA, OAKLAND *
 CO, DENVER *
 IA, COUNCIL BLUFFS *
 IL, ANGEL YARD *
 IL, CHICAGO CANAL ST *
 IL, CHICANUP *
 IL, DUPO *
 IL, GLOBAL 1 *
 IL, GLOBAL 2 *
 IL, GLOBAL 3 *
 IL, GLOBAL 4
 IL, RAILPORT
 IL, YARD CENTER *
 LA, AVONDALE
 NM, SANTA TERESA RAMP *
 NV, LAS VEGAS *
 NV, SPARKS *
 OR, BROOKLYN *
 OR, PORTLAND *
 TX, ALFALFA *
 TX, BARBOURS CUT *
 TX, DALLAS *
 TX, DIT *
 TX, DONNA *
 TX, EL PASO *
 TX, ENGLEWOOD *
 TX, HOUSTON *
 TX, MESQUITE *
 TX, PORT LAREDO
 TX, RIO VALLEY *
 TX, SAIT
 UT, SLCIT *
 WA, SEATTLE *
 WA, TACSIM *

* Applies only on traffic billed to or from the noted locations and does not apply to other stations within the switching limits of those locations.

Issued: August 30, 2018
 Effective: October 1, 2018

MITA 2-A

Appendix A Page: 1 of 1
 Item: 820-O



MITA 2-A

Item: 840-E
PAYMENT OF STORAGE & FLIPS

PAYMENT OF STORAGE & FLIPS

[c]

A General Payment Terms:

1. Applicable storage charges must be paid or authorized before the Intermodal Unit can be Out-Gated from an Intermodal Terminal.
2. Effective October 15, 2011 all customers are required to pay or authorize the payment of storage charges using the Union Pacific's web based IAMS (Intermodal Accessorial Management Storage) application tool found on MYUPRR.com under the Manage category at <https://c02.my.uprr.com/myu/secure/index.jas>. Faxing an authorization to the ramp or paying at the ramp are no longer acceptable forms of payment to Out-Gate an Intermodal Unit with Union Pacific.
3. In order to avoid additional storage charges being assessed, any Intermodal Units that are paid or authorized for payment, as outlined above, must be Out-Gated prior to 23:59 P.M. of the day that payment is made or authorized. Failure to out-gate an Intermodal Unit before 23:59 PM will result in additional storage charges as well as a delay to the shipment being permitted to be Out-gated.
4. Guarantees for payment to release an Intermodal Unit may be accepted based on the determination of the Intermodal Accessorial Team. Guarantees will be accepted from customers with credit privileges with Union Pacific. Customers that do not have credit with Union Pacific will be required to pay by credit card (MasterCard or Visa) or by automated clearing house payment prior to the Intermodal Unit departing the Intermodal Terminal. The credit privilege may be revoked at any time for non-payment of guaranteed charges. Disputing a guaranteed charge release could result in revocation of the guarantee release privilege. The Customer or Shipper shall be solely responsible for maintaining copies of all pertinent documents previously transmitted to and received from UPRR. Questions regarding this process may be directed to the Intermodal Accessorial Team at 402-544-9029, 402-544-9065 or 402-544-9068.
5. Intermodal Terminal and UPRR National Customer Service Center personnel do not have the authority to negotiate or waive disputed charges. Unresolved disputes will be handled through the normal "overcharge" process.
6. Customers must pay uncontested charges within fifteen (15) days from date of UPRR's bill. Any billing disputes must be submitted in writing, with proper documentation, as indicated on the bill within same fifteen (15) day period. In the event of a billing error, UPRR will adjust the bill, and if any charges remain unpaid, UPRR will issue a balance due bill. Charges not disputed within fifteen (15) days shall be deemed to be correct.
7. In the event customer fails to pay any outstanding undisputed, uncontested, or rebilled amount within the fifteen (15) day period, access to UPRR Intermodal Terminals will be suspended or denied, until payment in full of all outstanding amounts is received.

Issued: November 12, 2014
Effective: November 15, 2014

MITA 2-A

Page: 1 of 2
Item: 840-E
Continued on next page

8. If payment is received after the Intermodal Unit Interchange is suspended, the suspension shall continue until UPRR and/or IANA notifies the Customer that its rights to Interchange Intermodal Units have been reinstated. UPRR may charge a Three Hundred Dollar (\$300.00) fee to subsequently renew or reinstate the Customer's Interchange privileges.

B Specific Payment Terms of Storage Charges:

1. To determine the Storage Charges that may have accrued to any Intermodal Unit a Customer may contact UPRR's National Customer Service Center (NCSC) at (800) 877-5123, then select option 2, 2, or a Customer may access the Intermodal Accessorial Management Storage application found on MyUPRR.com as outlined in paragraph A 2 of this item. Additionally, the Notify Party will automatically receive a projected storage report on a daily basis.

C Specific Payment Terms of Flip Charges:

1. All customers are required to authorize the payment of chargeable flips using Union Pacific's web-based IAMF (Intermodal Accessorial Management Flip) application found on MYUPRR.com at <https://c02.my.uprr.com/myu/secure/index.jas>. Faxing an authorization to the ramp, or paying at the ramp are no longer acceptable forms of payment for flips at a Union Pacific Intermodal Terminal. Shippers that have not established credit with UPRR are required to pay for Flips in advance of UPRR performing any flip service using the IAMF application on the MYUPRR.com site.
2. Any disputes regarding Flip charges must be handled with the local Intermodal Terminal personnel prior to guaranteeing the Flip charge.



MITA 2-A

Item: 850-B
U S CUSTOMS INSPECTIONS - MEXICO BORDER
CROSSINGS

U.S. Customs Inspections Mexico Border Crossings

The following charges will apply for the immediate movement from the border crossings listed for Trailers or Containers requiring U. S. Customs Inspection that are received at the following locations:

Crossing	Inspection Charge
Eagle Pass, TX	\$550.00
Laredo, TX	\$585.00

The charges will be assessed to the payor of freight or the Broker for payment within 15 days from the date of UPRR's invoice.

Issued: June 19, 2014
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MITA 2-A

Page: 1 of 1
Item: 850-B
Concluded on this page



MITA 2-A

Item: 1000-I
1000APPENDIX A - DEFINITIONS

APPENDIX A

DEFINITIONS

[c]
49 CFR

Title 49, Code of Federal Regulations sets forth general and permanent rules established by the Executive departments and agencies of the Federal Government relating to transportation.

AAR (Association of American Railroads)

<http://www.aar.org/>

The AAR is the central coordinating and research agency of the American railway industry. This agency deals with matters of common concern in the whole field of railroading from operations to public relations.

Accessorial Charges

Charges for a wide variety of services and privileges that are made available in connection with the transportation of goods. Accessorial charges are any charges other than freight charges.

ACTA (Alameda Corridor Transportation Authority)

<http://www.acta.org/>

The Alameda Corridor Transportation Authority (ACTA) is a joint-powers agency that was created to oversee the design and construction of the Alameda Corridor.

Agent

An Agent is basically a third party that acts on behalf of the Customer, Shipper, or a Broker with another entity transmitting instructions on their behalf of the Shipment owner to the transporter.

Alameda Corridor

The Alameda Corridor is a 20-mile express railroad line that connects the ports of Los Angeles and Long Beach to the rail network located east of downtown Los Angeles.

Applicable Publications

See "Contract and Contract of Carriage"

Assignee

Individual or party to whom the title, claim, property, interest(s) or right(s) have been assigned by the Beneficial Owner, Shipper or Customer.

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 1 of 13
Item: 1000-I
Continued on next page

Automatic Clearing House (ACH)

An electronic means of sending payment to UPRR.

ACH Debit, the receiver initiates the funds transfer.

ACH Credit, the Shipper initiates the funds transfer

To establish this type of payment contact the UPRR Credit and Collection Department at the following address:

Union Pacific Railroad Company
Union Pacific Center
1400 Douglas Street - Stop 1620
Omaha, NE 68179
Fax No.: (402) 544-6286
Phone No. (402) 544-2666

Beneficial Owner

The actual owner of the Commodity that is being tendered for shipment in an Intermodal Unit. An IMC may negotiate and arrange for transportation services and rates on behalf of a Beneficial Owner.

Bill of Lading

A shipping form which serves as both a receipt for property and a contract for delivery of goods by a carrier. The principal bills of lading are:

Straight - a non-negotiable document. Surrender of the original is not required upon delivery of the freight unless necessary to identify Receiver.

Order - a negotiable document. Surrender of the original property endorsed is required by transportation lines upon delivery of the freight, in accordance with its terms.

Clean - either a Straight or Order Bill of Lading in which the transportation company acknowledges receipt of the property without noting any exceptions as to shortage or damage to the property received.

Exchange - a Bill of Lading which is given in exchange for another.

Export - one given to cover a Shipment consigned to some foreign country.

Government - a special form of Bill of Lading which is used in making Shipments for the account of the United States Government.

Blocking and Bracing

Wood or metal or other approved supports to keep Lading in place in or on railcars, Containers and Trailers.

Broker

The term "Broker" includes any entity which acts as an Agent for a Customer or Shipper. This term is not intended to include the actions or services of a Customs Broker.

Cartage

Pick up or delivery of freight within commercial zone of a city by local carrier acting as Agent for a

Shipper or over-the-rail carrier.

Chassis

An undercarriage with rubber tires that are used to enable a Container to be transported over streets or highways.

Claims

A demand supported by evidence, to show that the claimant has sustained a loss through the negligence of a carrier. The principal kinds are:

Damage Claim arises from physical injury to Lading or because Shipment was not delivered within a reasonable time.

Loss Claim arises from failure to deliver goods.

Overcharge Claims when more than the legally published charges were collected.

Reparation Claims for a refund of charges which, while in accordance with legally published Tariffs, are unreasonable or unjust and the carrier has since published the lower reasonable rate.

COFC (Container on Flat Car)

The movement of a Container on a railroad Flat Car. This movement is made without the Container being mounted on a Chassis.

Connecting Carrier

A carrier that has a direct physical connection with another or forming a connecting link between two or more carriers.

Consumer Electronics

A final product made of various electronic components that contain an electronic circuit board intended for everyday use. Examples of Consumer Electronics would include; televisions, cameras, digital cameras, PDAs, calculators, VCRs, DVD players, CD players, clocks, audio devices, headphones, camcorders, any peripheral devices that may be attached to a computer, e.g., disk drives, printers, scanners, mice and modem, as well as many other home electronic products.

Container

A vehicle that resembles a truck Trailer without wheels or undercarriage (Chassis) that is lifted onto Flat Cars. Containers are designed for all modes of Intermodal transport. Most Containers are 20, 45, 48 or 53 feet in length.

Contract and Contract of Carriage

The terms "Contract" and "Contract of Carriage" as used herein, refer to this document and any other document incorporated by reference including: UPRR circulars; bills of lading; contracts; price quotes; price authorities; tariffs; or other publication(s) applicable to the commodity in the state in which they existed on the date the cargo was tendered to UPRR (collectively, "the **Applicable Publications**"). UPRR may incorporate documents by reference by the use of such abbreviations as are customarily used and understood by UPRR. The Customer shall be presumed to have familiarized itself with the contract of carriage prior to shipment and to have availed itself of its right to request that UPRR clarify any terms or abbreviations with which the Customer is not familiar. Terms incorporated by reference shall apply with equal force as terms set forth in full within this document.

Cross-Town

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 3 of 13
Item: 1000-I
Continued on next page

When a Drayman or railroad delivers an Intermodal Unit from one railroad Intermodal Terminal to another railroad's Intermodal Terminal within the same city to allow continuance of the movement.

Customer or Shipper

The terms "Customer" or "Shipper," as used herein, shall mean UPRR's direct contracting counterparty, which is UPRR's shipper of record. Regardless of whether or not UPRR knows the identity, participation and/or interests of any other carriers or persons with an interest in the cargo or participation in the carriage, UPRR may presume that UPRR's Customer or Shipper has the required authority to enter into the contract of carriage with UPRR and by doing so, to bind itself and all persons having an interest in the cargo to such terms. There are no third party beneficiaries to the Contract of Carriage unless otherwise expressly so stated. The terms "Customer" or "Shipper" are not intended to include Brokers or Customs Brokers.

Customs Broker

"Customs Broker" includes any entity which acts as an Agent for a Customer or Shipper who is routing an Intermodal Unit to a destination in Mexico or Canada. At the border, the Customs Broker prepares the proper paperwork that allows the car to cross the borderland proceed to its destination.

Diversion

A change made in the route of a Shipment while the Shipment is in-transit.

DOT

<http://www.dot.gov/>

DOT is the abbreviation for the United States Department of Transportation. The DOT is the governing agency in matters relating to federal transportation programs.

Double-Stack

The movement of Containers on articulated rail cars which enable one Container to be stacked on another Container for better ride quality and railcar utilization.

Double Stack Car

An Intermodal Flat Car that was specifically designed to place one Container on top of another better utilization and economics. Also referred to as a "Well Car" because the cars are depressed in the center to allow Clearance of the double stacked Containers when moving under low structures.

Drayage

The movement of an Intermodal Unit from or to a railroad Intermodal Terminal, to or from the Customer's facility for loading (delivery) or unloading (delivery) as appropriate. Movement from or to another railroad's Intermodal Terminal within the same city for continuance of a through Intermodal shipment (Cross-Town) may sometimes also be referred to as Drayage.

Drayman

A person or company hired by the Shipper or Receiver to perform Drayage of an Intermodal Unit.

Drop & Pull

Drayman leaves a loaded or unloaded Intermodal Unit at Shipper or Receiver's facility to load or unload with an agreement that the Intermodal Unit will be picked up at a later predetermined time and returned to the Intermodal Terminal.

Dunnage

The material used to protect or support freight from damage during transit in Intermodal Units.

EDI (Electronic Data Interchange)

The process of sending and retrieving information electronically, i.e. bills of lading, Freight Bills, etc.

Embargo

To temporarily control, resist or prohibit the acceptance and handling of a certain Commodity, or Shipments from a specific Shipper or restriction on certain types of Intermodal Units. An Embargo may be caused by acts of God such as tornadoes, floods, inclement weather, congestion, or result from an activity that is beyond the control of UPRR.

EMP

A domestic interline Container service offered by UPRR and Norfolk Southern Railway. Also included in the program are Agent railroads.

Enroute

In transit to Destination.

FAK

Abbreviation for the Freight All Kinds commodity description that indicates a mix or non-specific commodities.

FAK is not a valid description for Prohibited, Restricted, or Hazardous Shipments.

FAK is not valid for Shipments crossing the Canadian or Mexican borders.

FAK is not valid under the Intermodal Safe Container Act (SCA) for Shipments with a gross cargo weight of more than 29,000 pounds and if a single commodity equals or exceeds 20% of the total Shipment. (See the Prohibited, Restricted and Hazardous Articles Items.)

FAK is also a type of price authority that is offered to various types of customers and is specified such as domestic, international, contract holders or non-contract holders.

Flat Car

A freight car that has a floor without any housing or body above. Frequently used to carry Containers and/or highway trailers or oversized/odd-shaped commodities. The three basic types of Flat Cars in Intermodal are:

Conventional,

Spine Car, and

Double Stack Cars.

Flip

When a Container is picked up off of the ground and mounted on a Chassis for street or highway transport.

Flip Charges

Charges assessed to a Shipper when the railroad is required to provide an unnecessary or extra Flip. An example of this is when a private Container is grounded off of a train and no Chassis is available at that time. A Flip Charge is assessed because a Flip is required at a time after the train is unloaded.

Free Time

The period of time allowed the owner to accept delivery before Storage charges begin to accrue.

Freight Bill

An invoice containing Commodity, Accessorial Charges and/or payment information that is sent to a Shipper or Receiver by a transporter for the movement of an Intermodal Unit.

Freight Forwarder

One who assembles small Shipments into one large Shipment that is then tendered to a regulated OTR carrier. Upon reaching destination, the Shipment is separated into small Shipments and delivered.

Gate

A point at an Intermodal Terminal where an Intermodal Unit is electronically or manually checked into or out of the Intermodal Terminal. All reservations and paperwork are checked at the Gatehouse.

Gatehouse

A structure at the Intermodal Terminal Gate where the Intermodal Units are inspected and cleared to enter or exit the Intermodal Terminal.

Gateway

A point through which freight commonly moves from one territory or rail carrier to another.

Hazardous Material (HazMat)

Commodities or substances defined by the Department of Transportation in the Code of Federal Regulations or the Bureau of Explosives Tariff BOE-6000-series as being a Hazardous Material or substance.

Holidays

Whenever reference is made to 'holidays', it shall mean only the days listed below:

1. New Year's Day – January 1 (See Note 1 below)
2. Fat Tuesday [applicable ONLY for UPRR's New Orleans, LA (Avondale) facility]. (See Note 2 below)
3. Memorial Day – Last Monday of May
4. Independence Day – July 4th (See Note 1 below)
5. Labor Day – First Monday in September
6. Thanksgiving Day – Fourth Thursday in November
7. Christmas Eve – December 24th
8. Christmas Day – December 25th (See Note 1 below)
9. New Year's Eve – December 31st

Note 1: When this date occurs on a Sunday, the following Monday will be observed as the Holiday.

Note 2: Applies only on the day celebrated by the City of New Orleans during its Mardi Gras celebration known in New Orleans, LA as "Fat Tuesday".

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 6 of 13
Item: 1000-I
Continued on next page

IANA (Intermodal Association of North America)

<http://www.intermodal.org/about.html>

IANA is North America's Intermodal trade association representing approximately 600 corporate members which includes railroads, water carriers, stacktrain operators, port authorities, Intermodal truckers and over-the-road highway carriers, as well as Intermodal marketing and logistics companies, and equipment suppliers and manufacturers for the Intermodal industry. IANA Administers the UIIA and the UIIA Addendum described in Section 4, Item 410 of this MITA. IANA's phone number is (301) 474-8700.

In-bond

When lading clears U.S. Customs at the ultimate destination instead of at the border or the port of entry.

In-Gate

The process of checking an Intermodal Unit into the Intermodal Terminal. The In-Gate process includes inspection of the Intermodal Unit, reservation confirmation, the input of data into UPRR's computer system and the filling out of the J-1.

Interchange

The transfer of a railcar or an Intermodal Unit from one rail carrier to another or between a rail carrier and motor carrier.

Interchange Agreement

Agreement between a railroad and a Drayage company that allows a specific Drayage company to drop off or pick up railroad or private Intermodal equipment at the railroad's facilities. Also known as the UIIA and the UIIA Addendum.

Intermodal

The Shipment of cargo involving more than one mode of transportation, e.g. ship – rail or rail – truck during a single, seamless journey.

Intermodal Marketing Company (IMC)

IMCs purchase rail and truck transportation services, utilize equipment from multiple sources, and provide other value-added services under a single Freight Bill to the ultimate Shipper.

Safe Container Act (SCA)

<http://www.fmcsa.dot.gov/rulesregs/fmcsr/final/010997.pdf>

Applies to Shipments with gross weight (including Blocking and Bracing) greater than 29,000 pounds.

The SCA requires the following information be supplied:

Equipment initial and number,

Actual gross cargo weight,

Actual commodity description. FAK is not a valid description if any commodity equals or

Exceeds 20% of the total Shipment weight,

Certifying party (specify if other than Shipper). UPRR deems the certifying party as the Shipper unless otherwise indicated on the shipping instructions, and

Certification or EDI data transfer date (specify if different than the shipping instructions date). UPRR uses the shipping instruction date unless otherwise notified.

FAK cannot be used as the classification/description on Shipping Documents if any one single Commodity equals or exceeds 20% of total weight.

The documentation for the SCA will only be accepted via EDI or via fax shipping instructions.

Intermodal Terminal

A railroad facility designed for the loading and unloading of Intermodal Units to and from Flat Cars for movement on the railroad with prior and/or subsequent movement over the street or highway.

Intermodal Unit

See definition for Trailer, Container or Chassis.

J-1

A report prepared during the In-Gate and Out-Gate process at the Intermodal Terminal. The J-1 details any visible damage to the Intermodal Unit, Intermodal Unit identification information, shipping information, Drayman involved and time of In-Gate/Out-Gate events.

Lading

That which constitutes a load. The Commodity, freight, material or articles in or on a railcar or Intermodal Unit.

Lift

The process of moving a Container or Trailer to and or from a rail car. Also see "Flip".

Load

This term can be used to refer to a Shipment, or an Intermodal Unit that contains Commodity.

Load Shift

The term when the contents of an Intermodal Unit have shifted inside the Intermodal Unit sometime after it leaves the actual origin and before it arrives at the final destination.

LTL (Less Than Truckload)

A Shipment that would not by itself fill the truck to capacity by weight or volume.

MITA

Wherever this reference appears it shall be understood to mean Union Pacific Railroad Company's Master Intermodal Transportation Agreement.

Non-Waterborne Containers

All Containers not considered Waterborne Containers.

Notify Party

The party that is identified on the shipping documents that is to be notified when a Shipment has reached Destination and/or is available for pick-up by a Drayman. Generally the Notify Party is the Shipper, Beneficial Owner, or the Agent for same. In some cases it may be a designated Drayman.

Ocean Bill of Lading

Receipt and contract of carriage with a steamship company for the movement of goods between ocean ports.

OTR (Over the Road)

Refers to movement of an Intermodal Unit over the streets or highways by a motor carrier or drayage company.

Out-gate

The process of checking an Intermodal Unit out of an Intermodal Terminal. The Out-Gate process includes inspection by the trucker of the Intermodal Unit, and input of data into UPRR's computer system and the preparation of the J-1 by the clerk.

Pallet

A wooden, paper or plastic platform usually with a top and bottom, on which packaged goods are placed to facilitate movement by some type of freight handling equipment.

Passport

Passport is a seamless rail-truck ramp-to-door/door-to-ramp service in EMP or UMAX containers or rail trailers between specific U.S./Canadian ramps and major Mexico markets via the Laredo gateway. Transportation between the customer's door in Mexico and the Union Pacific Railroad in Laredo, TX is arranged by Streamline with an authorized Mexican motor carrier. Passport Shipments must de-ramp at the United States/Mexico border and required documentation presented to clear Customs before moving across the border into the United States.

Person

The term "person" includes individuals, partnerships, corporations, associations and governmental agencies.

Pickup

Retrieval of an Intermodal Unit from a Shipper's facility, or from a railroad Intermodal Terminal.

Pickup Number

A secure number provided to a Notify Party or to a party listed on the Waybill that allows only those parties, e.g. drayman, to Out-Gate an Intermodal Unit from a UPRR Intermodal Terminal.

Private Equipment

Equipment whose ownership is vested in a person or company that is not engaged in the service of common carriage.

Prohibited Articles

Any Commodity, article or material that is prohibited from being shipped on UPRR unless a Shipment and pricing agreement are made in advance of Shipment being tendered to UPRR. (See Item 520 Prohibited Articles).

Rail Corridor

See definition of Alameda Corridor.

Rail Equipment

The term "Rail Equipment" includes railcars, Containers, Trailers and Chassis.

Ramp

An Intermodal Terminal.

Ramp-to-Door

A movement of an Intermodal Unit from the Intermodal Terminal closest to the Customer to the receiver's door (dock).

Ramp-to-Ramp

A movement of an Intermodal Unit from the Intermodal Terminal closest to the Customer to the Intermodal Terminal closest to the receiver.

Receiver

The individual or organization to which the loaded or empty Intermodal Unit is being shipped from the Shipper. Freight is shipped to the Receiver from the Shipper.

Reconsignment

Any change, other than a change in route, made in a consignment before the arrival of a Shipment to its billed destination, or

Any change made in a consignment after the arrival of a Shipment at its billed destination. When the change is accomplished under conditions which make it subject to the Reconsignment Rules and charges of the carrier.

Restricted Articles

Restricted Articles listed in Item 520 will require a special price quotation from a UPRR Intermodal Marketing representative. The shipping instructions must include the actual Commodity being shipped including an accurate STCC identification number. Use of the FAK designation to describe a Restricted Article is prohibited.

Reverse Route

The exact reverse of the route a loaded Intermodal Unit traveled via a rail carrier from its destination, including all carriers and junctions involved.

Blume Global

An independent company that handles all reservations and billing functions for EMP or UMAX customers with a centralized system to manage assets through the Internet. Blume Global also handles UPRR Trailer reservations for selected points.

<https://www.blumeglobal.com>.

Rule 11

A railroad accounting term which refers to a shipment of a Commodity that is transported "pre-paid" over the lines of the origin rail carrier to an Interchange point of another rail carrier for "collect"

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 10 of 13
Item: 1000-I
Continued on next page

movement beyond the Interchange point.

Rule 11 must be clearly indicated on the original Bill of Lading along with the pricing authorities for each rail carrier's price applicable to each respective segment of the movement. (See Item 795 RULE 11 SHIPMENTS).

Safe Container Act (SCA)

See the Intermodal Safe Container Act Definition.

<http://www.fmcsa.dot.gov/rulesregs/fmcsr/final/010997.pdf>

SCQ (Special Commodity Quote)

A private contract issued to UPRR Intermodal Customers that lists rates for specific origin and destination pairs. Also includes restrictions and provisions for the application of those rates.

Seal

A device for fastening or locking the doors of all loaded railcars or Intermodal Units that is manufactured of such a material as to provide Shipment integrity and security and create a deterrent for unauthorized intrusion while Shipment is Enroute.

Shipment

A Shipment is considered to be a loaded or empty Intermodal Unit or Intermodal certified equipment that has been tendered by a party to UPRR for transportation over its lines from an origin to a destination or to an Interchange point with a connecting rail carrier.

Shipper

See "Customer or Shipper"

Spine Car

A lightweight articulated car that is permanently assembled with three or five platforms. Spine Cars carry Intermodal Units in single stack configuration.

STCC (Standard Transportation Commodity Code)

http://www.railinc.com/publication_home.cfm

The STCC system is a 7 digit coding structure designed to classify all commodities or articles, which move or may move in freight transportation. The Bill of Lading or any other shipping instructions must clearly identify the Commodity and its associated STCC number.

Steel Wheel Interchange

Intermodal Units that are interchanged between two railroads while remaining on the railroad flatcar.

Storage Charge

A charge assigned to the Shipper or Receiver for holding Intermodal Units at an Intermodal Terminal beyond the notification and free time. (See Item 810 - STORAGE CHARGES and Item 815 - Storage at Intermodal Terminals in Mexico).

Through Rate

Rate applicable from origin to destination over the lines of two or more rail carriers.

TOFC (Trailer on flat car)

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 11 of 13
Item: 1000-I
Continued on next page

An abbreviation used to denote the movement of a Trailer, or Container mounted on a Chassis, that is transported on a rail car. TOFC is sometimes also referred to as Piggyback.

Trailer

A vehicle with permanently attached undercarriage and wheels that is used for the transport of goods on rail, highway or a combination of both.

UFC

This is an abbreviation for the Uniform Freight Classification 6000-series publication, published by Railinc, which classifies Commodities by category, general rail industry shipping rules and samples of various types of Bills of Lading.

UIIA

<http://www.uiia.org/>

Uniform Intermodal Interchange and Facilities Access Agreement, or (UIIA) is a standard industry contract between Intermodal truckers/Drayage companies and water and rail carriers (Equipment Providers).

The UIIA was developed and is administered by IANA as a means of achieving a degree of uniformity in the Interchange process. The UIIA covers liability and other issues related to the Interchange of Intermodal Units (i.e. Containers, Chassis, trailers, etc.) between truckers and/or Drayage companies and the water or rail carriers.

UIIA Addendum

UPRR's current addendum to the UIIA.

UMAX

UMAX is a domestic interline container service offered by Union Pacific and CSX Intermodal. UMAX provides access to a fleet of more than 31,000, 53-foot domestic containers and demonstrates both carriers' commitment to maximize customers' shipping options, while featuring truck-competitive services.

UN/NA

An identification number designator that MUST be included with any Hazardous Materials shipping instructions furnished to UPRR.

USD

United States Dollars.

Van Grounding

The event of removing an Intermodal Unit from a railcar train and placing on the ground for Customer Pickup. At this time, a Container will generally be mounted on a Chassis for OTR movement and the Notify Party is notified.

Waterborne Containers

Containers that are loaded onto or discharged from a vessel or barge at the port located in the LA Basin.

Waybill

A waybill is a transport contract (contract of carriage). It is similar to a bill of lading, except that it is non-negotiable. It is a document covering a Shipment and showing the forwarding and receiving station, the names of Shipper and Receiver, the car initials and number, the routing, the description and weight of the commodity, instructions for special services, the rate, total charges, advances and Waybill reference for previous services and the amount prepaid.

Well Car

An Intermodal Flat Car that was specifically designed to allow the placement of one Container on top of another for better utilization and economics. Referred to as a Well Car because the cars are depressed in the center to allow Clearance of the double stacked Containers when moving under low structures.

West Coast Intermodal Terminals

ICTF, CA

City of Industry, CA.

LATC, CA

Los Angeles, CA

Oakland, CA

Portland, OR

Seattle, WA

Lathrop, CA

TacSim, WA

Issued: September 27, 2018
Effective: September 12, 2018

MITA 2-A

Page: 13 of 13
Item: 1000-I
Concluded on this page

GUIDELINES FOR TEMPORARY SHORING



EMAIL BEFORE YOU DIG
UP.COM/CBUD

EMERGENCIES
1-888-877-7267



CALL BEFORE YOU DIG
1-800-533-2891

EMERGENCIES
1-800-832-5452

Contents

1. INTRODUCTION	2
1.1 PURPOSE	2
1.2 SCOPE	2
2. GENERAL CRITERIA	2
2.1 SAFETY & RAILROAD OPERATIONS	2
2.2 SHORING REMOVAL	2
2.3 RAILROAD FLAGGING	2
2.4 CALL BEFORE YOU DIG & EXISTING UTILITIES	3
2.5 APPLICANT & CONTRACTOR RESPONSIBILITIES	3
2.6 TRACK, GROUND & SHORING MONITORING:	4
2.7 RAILROAD RIGHT-OF-WAY	5
2.8 CONSTRUCTION AND MAINTENANCE AGREEMENT	5
2.9 RAILROAD REVIEW PROCESS	5
2.10 APPROVAL EXPIRATION	6
3. DESIGN	6
3.1 GENERAL DESIGN REQUIREMENTS	6
3.2 INFORMATION REQUIRED	8
3.3 DESIGN PROCEDURE	9
3.4 (Step 1) EXCAVATION LOCATION	9
3.5 (Step 2) SUBSURFACE CHARACTERIZATION	9
3.6 (Step 3) SHORING TYPES	11
3.7 (Step 4) APPLIED LOADS AND CALCULATIONS	12
3.8 (Step 5) STRUCTURAL DESIGN CALCULATIONS	19
3.9 DESIGN PLAN REQUIREMENTS	23
4. DEFINITIONS	24
5. APPENDIX	26
5.1 LIVE LOAD PRESSURE DUE TO COOPER E80 LOADING	26
5.2 CHART – LIVE LOAD PRESSURE DUE TO E80 LOADING	27
5.3 TABLES FOR SOIL SPECIFICATIONS	29
6. REFERENCES	30

1. INTRODUCTION

1.1 PURPOSE

- a. The purpose of these guidelines is to inform public agencies, design engineers, contractors and inspectors of current Railroad standards and requirements concerning design and construction of temporary shoring.

1.2 SCOPE

- a. This guideline governs on the Railroad Right-of-Way. This includes the limits of property owned, controlled and/or operated upon by the Railroad.
- b. All requirements addressed within this document shall constitute minimum requirements for all projects or works on the Railroad Right-of-Way. The applicability of each requirement for any given project will be subjected to the Railroad's discretion.
- c. Where laws or orders of authority prescribe a higher degree of protection or restriction than specified herein, the higher degree so prescribed shall control.
- d. These guidelines supplement the current American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering. For items covered within these guidelines and AREMA, the more restrictive shall control.
 - i. **It is the requirement for the Contractor and designer developing Railroad shoring systems to have a copy of the AREMA Manual. Visit www.arema.org to obtain the Manual for Railway Engineering.**
- e. These guidelines supersede all previous Railroad guidelines for temporary shoring and are subject to revision without notice.
- f. In addition to this guideline, all excavations shall also be governed by each individual Railroad requirements, Federal, State and Local laws, rules and regulations concerning construction safety.
- g. These guidelines are provided as a reference and cannot be taken as authority to construct without prior review and written approval of the Railroad. See Section 2.9 for review process.

2. GENERAL CRITERIA

2.1 SAFETY & RAILROAD OPERATIONS

- a. Projects shall be designed such that construction activities and phasing will not compromise safety nor impact Railroad operations.
- b. Emergency Railroad phone numbers are to be obtained from a Railroad representative prior to the start of any work and shall be posted at the job site.

2.2 SHORING REMOVAL

- a. The Contractor is responsible for planning and executing all procedures necessary to construct, maintain and remove the temporary shoring system in a safe and controlled manner.

2.3 RAILROAD FLAGGING

- a. A flagman is required when any work is performed within 25 feet of track centerline. If the Railroad provides flagging or other services, the Contractor shall not be relieved of any responsibilities or liabilities as set forth in any document authorizing the work. No work is allowed within 50 feet of track centerline when a train passes the work site, and all personnel must clear the area within 25 feet of track centerline and secure all equipment when trains are present.

2.4 CALL BEFORE YOU DIG & EXISTING UTILITIES

- a. Call Before You Dig: Appropriate measures for the installation and protection of fiber optic, or other cables, shall be addressed in the plans and contract documents. For specific Railroad requirements and additional information refer to:

BNSF: www.bnsf.com or call 1-800-533-2891.

UPRR: www.up.com/cbud

- b. Relocation of utilities or communication lines not owned by the Railroad shall be coordinated with the respective utility owners. Utility relocation plans must then be submitted to the Railroad utility representative(s) for review and prior approval must be secured before work can proceed. The Railroad will not be responsible for costs associated with any utility, signal, or communication line relocation or adjustments.
- c. Abandonment of utilities must follow the UPRR Guidelines For Abandonment of Subsurface Utility Structures or the BNSF Utility Accommodation Policy.

2.5 APPLICANT & CONTRACTOR RESPONSIBILITIES

- a. The Applicant and Contractor must verify with the Railroad's Local Representative their receipt of the latest version of these guidelines prior to developing Construction Documents.
- b. Construction shall NOT impact Railroad operations, functions and facilities:
 - i. The Applicant and Contractor shall develop design plans, including, without limitation, all procedures necessary to construct and maintain the proposed shoring project, which cause no interruption to Railroad operations during and after construction.
 - ii. Work shall also not impede drainage or other functions of the Railroad.
 - iii. Any rail traffic outages or curfews thought to be required for the installation or removal of any portions of a shoring system must be requested by submittal to the Railroad for prior consideration long in advance of mobilization and construction. Such requests may not be granted.
 - iv. Unapproved and unscheduled interruptions to Railroad operations may result in your removal from Railroad Right-of-Way, and your authorization to re-enter revoked.
- c. Railroad approved design and construction plans:
 - i. The Contractor shall install the temporary shoring system per the plans approved by the Railroad.
 - ii. Any deviation from the Railroad approved plans requires resubmittal and prior approval by the Railroad prior to proceeding with said deviation. Approval from the Railroad may not be granted.
- d. The Contractor must monitor the track, ground and shoring for movement. See Section 2.6 for monitoring.
- e. The Applicant and Contractor shall be jointly responsible for the design, construction and performance of the temporary structure.
- f. The Contractor must review the temporary shoring plans to ensure that the proposed method of construction is compatible with the existing site and soil conditions. Removal of the shoring system must also be addressed.
- g. The Contractor must obtain a valid right of entry permit from the Railroad and comply with all Railroad requirements when working on Railroad property.
- h. The Contractor is responsible to protect the Railroad ballast and subballast from contamination.
- i. The Contractor shall comply with all State and Federal Laws, county or municipal ordinances and regulations which in any manner affect the work.
- j. All removed soils will become the responsibility of the Contractor and shall be disposed of outside the Railroad Right-of-Way according to the applicable Federal, State and Local regulations.

- k. The project engineer and the Contractor shall evaluate the quality of materials furnished and work performed.
- l. The Applicant, at its expense, shall be solely responsible for all costs, design, construction, future replacement, maintenance, and serviceability of the proposed shoring project, except as noted otherwise in the Construction & Maintenance (C & M) Agreement with the Railroad.
- m. The Applicant shall be responsible for obtaining all Federal, State, Local and other permits for construction of the shoring project.
 - i. The Engineer-of-Record shall be registered in the state of the project location. The Engineer-of-Record may be Applicant's in-house staff or a consultant retained by the Applicant. The Contractor shall not employ the Engineer-of-Record as the Contractor's Engineer-of-Record or as a specialty engineer, with the exception of design build projects.
- n. The Applicant and/or the Engineer-of-Record have the ultimate responsibility and liability for the Construction Documents and liability for damages to Railroad property during and after construction of the shoring.
- o. The Contractor is responsible to comply with the construction documents prepared by the Applicant. The Contractor shall comply with Railroad requirements stated in the C & M Agreement prior to the commencement of any construction. The Contractor shall develop work plans that ensure the track(s) remain open to train traffic per Railroad requirements as stated in the C & M Agreement and meet the requirements of the Railroad Right-of-Entry Agreement (if applicable).
- p. The Applicant and Contractor is responsible for the security and safety of all people including the general public and trespassers, and the protection of Railroad infrastructure within the limits of the proposed shoring project. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damages must be reported immediately to the Railroad Local Representative and to the local Railroad Track Maintenance Representative.
- q. The Applicant and Contractor are required to meet all safety standards as defined by the Railroad, Federal Railroad Administration (FRA), Division of Occupational Safety and Health Administration (OSHA), Local, State and Federal Governments and the State Railroad Regulatory Body.

2.6 TRACK, GROUND & SHORING MONITORING:

The Contractor must monitor the track, ground and shoring for movement to ensure proper performance of the shoring system and the safe operation of trains. Record top of rail elevations and track alignment for the duration of the project. After the project is complete additional track and ground monitoring may be required as deemed necessary by the Railroad.

- a. Track & Ground Monitoring requirements: In addition to Table 2:
 - For UPRR, see the Union Pacific Railroad Guidelines for Track & Ground Monitoring.
 - For BNSF, subject to direction of the BNSF project engineer for the project
- ii. Deflection Limits (Table 2), Section 3.8k, for both track and shoring deflection limits.
 - Displacements exceeding the limits defined in Table 2 must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before any work on the project can proceed.
- b. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damage must be reported immediately to the Railroad representative in charge of the project and to the Railroad Track Maintenance Representative.

2.7 RAILROAD RIGHT-OF-WAY

- a. The Railroad Right-of-Way accommodates existing tracks, drainage systems, multiple utilities, access roads, Railroad support facilities and space for future track(s).
- b. The proposed project shall not limit existing or future Railroad operating capacity and utility accommodations within the Railroad Right-of-Way.
- c. Limits of Railroad Right-of-Way are to be located by the Applicant and identified on the plans.

2.8 CONSTRUCTION AND MAINTENANCE AGREEMENT

- a. Prior to construction on Railroad Right-of-Way, Applicants must have an executed a C & M Agreement with the Railroad.
- b. The C & M agreement shall, at a minimum, include a funding source, cost estimate, insurance and indemnification requirements, method of payment, responsibility for design, construction, ownership, maintenance and future replacement.
- c. The Applicant shall own, maintain and replace the proposed project at no cost to the Railroad and with no interruption to Railroad operations during construction, maintenance and future replacement of the structure.
- d. The Railroad shall, at its own expense, be responsible for ownership and maintenance of ballast and track components only.
- e. The Applicant shall provide, at no cost to the Railroad, traffic control and/or detours to allow occupation of the roadway by the Railroad or its contractor(s) to perform periodic inspections as required.
- f. The Applicant is responsible for performing the work in accordance with the terms specified in the C & M Agreement.

2.9 RAILROAD REVIEW PROCESS

- a. How to Communicate with the Railroad
 - i. All design and construction submittals shall be sent to the Railroad Representative who will pass them along for Railroad review.
- b. Railroad Compensation Agreement:
 - i. Prior to any review, the Railroad Local Representative shall receive written notice from the Applicant agreeing to pay all costs associated with the Railroad's (or its consultant's) review of the design plans, construction documents and construction monitoring phase. This is often referred to as the Preliminary Engineering Agreement (PE Agreement).
 - ii. The estimated costs of such PE Agreement shall not be the upper limit of the costs but will provide a guideline for budgeting purposes. Regardless, all actual costs incurred by the Railroad (or its consultants) during the review of design plans, construction documents, and construction monitoring submittals shall be fully recoverable from the Applicant.
- c. Railroad Review Duration
 - i. Review of design submittals and resubmittals by the Railroad (or its consultants) will require a minimum of 4 weeks each individual submission to the Railroad.
 - ii. To expedite the review process of the temporary shoring plans, drawings submitted to the Railroad shall be in accordance with these Guidelines. Otherwise, longer review times shall be expected.
 - iii. To avoid impacting the construction schedule, the Contractor should schedule submittals at least 4 to 6 months in advance.
 - iv. Partial, incomplete or inadequate designs will be rejected, thus delaying the approval.
 - v. Revised submittals will follow the same procedure as the initial submittal until all issues are resolved.

d. Applicant and Engineer of Record Review

- i. Before providing submittals for the Railroad to review, the applicant and or Engineer of Record must first review and approve the submittal for compliance with the project specifications, AREMA Manual, these Guidelines and structural capacity. Exceptions or proposed alternatives, if any, must be clearly communicated and identified for all submittals involved.
- ii. Drawings and calculations must be signed and stamped by a licensed professional engineer familiar with railway loadings and is licensed in the state where the shoring system is intended for use.

e. Construction May Commence Only When:

- i. The Contractor must not begin construction of any component of the shoring system affecting the Railroad Right-of-Way until written Railroad approval has been received.

2.10 APPROVAL EXPIRATION

- a. Written approval of Final Plans will be valid for two years from the date of approval by the Railroad unless otherwise provided in the C&M Agreement. If construction of the approved structure has not begun within this period, the Railroad shall have the right to perform a design review, at the cost of the Applicant, to confirm compliance with the Railroad's then-current Guidelines before a Railroad Right-of-Entry Agreement is issued to begin construction.

3. DESIGN

3.1 GENERAL DESIGN REQUIREMENTS

- a. Shoring Zones (see Figure 1 below):
 - i. All dimensions are measured perpendicular to the centerline of track.
 - ii. For ALL excavations within Zone A, shoring plans shall be accompanied by design calculations.
 - iii. All shoring within the limits of Zone A must be placed prior to the start of excavation.

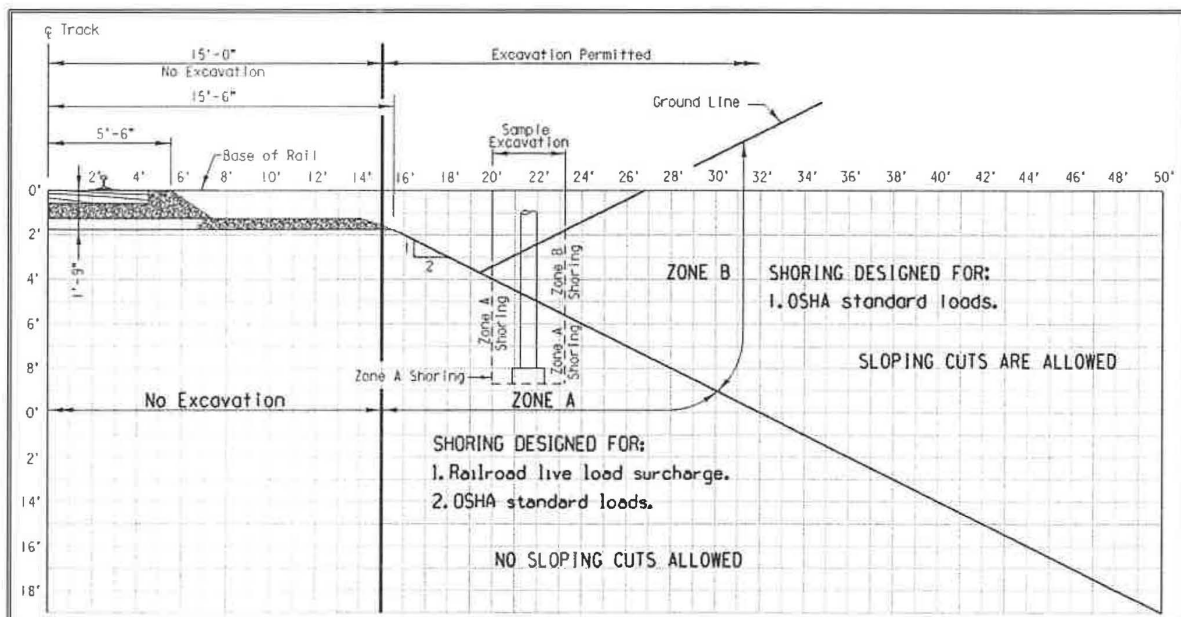


FIGURE 1

- b. Excavation Limits: No excavation shall be permitted closer than 15'-0" measured at a right angle from the centerline of track to the trackside of shoring system.
- c. Evaluate slope and stability conditions to ensure the Railroad embankment will not be adversely affected. Local and global stability conditions must also be evaluated.
- d. Lateral clearances must provide sufficient space for construction of the required Railroad ditches parallel to the standard Railroad roadbed section. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.
- e. Protect Open Excavations:
 - i. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
- f. The most stringent project specifications shall be used of the Public Utilities Commission Orders, Department of Industrial Safety, OSHA, FRA, AREMA, BNSF, UPRR or other governmental agencies.
- g. Secondhand material is not acceptable unless the Engineer of Record submits a full inspection report which verifies the material properties and condition of the secondhand material. The report must be signed and sealed by the Engineer of Record.
- h. Shoring Removal:
 - i. All components of the shoring system are to be removed when the shoring is no longer needed to the extent that there is no impact to Railroad operations. All voids must be filled and compacted properly, and drainage facilities restored. See compaction requirements in Section 3.5c.
 - ii. If the shoring cannot be completely removed, it shall be removed at least 3.0 feet below the final finished grade or at least 3.0 feet below the base of rail, whichever is lower, unless otherwise specified by the Railroad and only if approved by the Railroad.
 - iii. No traffic during unsupported excavations resulting from shoring removal.
- i. Soldier piles may be installed in predrilled holes if the requirements of AREMA, Vol. 2, Ch. 8, Article 28.5.4.3 and the following are met:
 - i. Slurry and drilling fluid type materials are not acceptable as backfill for soldier piles in drilled holes.
 - ii. Concrete and flowable backfill may be used but might prevent removal of the embedded piles. If width of the drilled hole will be relied on for passive resistance, the concrete backfill shall have a minimum compressive strength of 3,000 psi, and a minimum coverage of at least 3.0 inches between the edge of the pile and drilled hole.
 - iii. Compacted pea gravel material is allowed as backfill if the groundwater level is below the bottom of the drilled hole, the diameter of the hole is at least 12 inches greater than the diagonal width of the pile, and the pea gravel is placed in successive lifts of 8 inches or less in thickness and either consolidated by vibrating the pile or being dry rodded between each lift. The design passive resistance shall be based on the lesser of that derived from either the surrounding subsurface soils or the pea gravel. The pea gravel shall be assumed to have a friction angle no greater than 34 degrees.
 - iv. Temporary or permanent casing is used to support the sides of the drilled hole for holes drilled within 25 feet from centerline of track, or 2 times the hole diameter plus 15 feet from centerline of track, whichever is greater. The thickness and strength of the steel casing shall be sufficient to support the loads described in Section 3.7, and shall be specified on the plans.
- j. Tieback & Soil Nail Anchor Rods
 - i. Soil Nails are defined as drilled-in ground anchors that require ground and wall movement to occur before fully utilized, and Tiebacks are defined as tie rods and drilled-in ground anchors that are prestressed after installation.

- ii. Tiebacks & Soil Nails are not approved to permanently retain Railroad embankment supporting tracks.
- iii. Tiebacks & Soil Nails installed below active tracks shall be cased during anchor installation.
- iv. Tiebacks & Soil Nails shall be installed a minimum of 6 feet below base of rail, unless comprised of fiberglass or fully removed after the shoring is no longer needed. Additionally, the upper surface of the grouted tieback or soil nail shall be no less than 3.5 feet below base of rail.
- v. Tiebacks & Soil Nails shall be designed for gravity placement of grout unless pressure grouting can be proven to not cause an unacceptable risk of track heave.
- vi. For shoring that will extend above existing grade, which will result in the shoring being backfilled with compacted fill, settlement of the backfill, and associated impacts to shoring and adjacent structures, shall be evaluated. If tieback tie rods will be installed within the compacted backfill, the tie rods shall be placed in the bottom of pipe sleeves that have sufficient diameter to prevent vertical loading on the tie rods from backfill settlement. The pipe sleeves shall also have sufficient strength to support overburden backfill and surcharge loads.
- vii. The contractor is responsible for providing an approved test method to verify the capacity of anchored or tieback systems. The manufacturers recommendations for testing must be satisfied. Systems which support the Railroad embankment will be considered high risk in determining the percentage of elements to be proof tested.
- viii. Cement-grouted anchors tiebacks shall be installed, tested and stressed in accordance with the project specifications, AREMA requirements, FHWA-IF-99-015, Geotechnical Engineering Circular 4, Ground Anchors and Anchored Systems.
- k. The proximity of existing structures shall be evaluated when determining shoring installation methods. Installation of shoring by vibratory or impact hammers has the potential to cause dynamically induced subsidence of existing structures and track. The Railroad may dictate shoring installation methods as required on a case by case basis.

3.2 INFORMATION REQUIRED

- a. Plans and calculations shall be submitted, signed and stamped by a Licensed Professional Engineer familiar with Railroad loadings and who is licensed in the state where the shoring system is intended for use. See Section 3.9 for requirements on plan submittals. In addition to plans and calculations, the following information is also required.
- b. Field Survey
 - i. The field survey shall be referenced to the centerline of track(s) and top of rail elevations. Existing grades and alignment of tracks and roads shall be surveyed. The location of existing utilities shall also be determined.
- c. Drainage
 - i. The drainage pattern of the site before and after construction should be analyzed and adequate drainage provisions should be incorporated into the plans and specifications. Consideration should be given to groundwater seepage as well as surface drainage.
 - ii. Drainage provisions for backfill should be compatible with the assumed water conditions in design.
- d. Geotechnical Report – See Section 3.5, Subsurface Characterization.
- e. Assumed Loading – See Section 3.7, Applied Loads and Calculations.
- f. Structural Design Calculations – See Section 3.8, Structural Design Calculations.

3.3 DESIGN PROCEDURE

- a. Shoring design should generally adhere to the following procedure:
 - Step 1)** Determine proposed excavation location and depth.
 - Step 2)** Establish subsurface and surface conditions at proposed shoring location. See Section 3.5 for requirements.
 - Step 3)** Select shoring type (see Section 3.6)
 - Step 4)** Determine Applied Loads
 - Lateral Driving Pressures on back side of shoring, which would consist of the following:
 - Earth pressure (Active, At-Rest, Apparent) (see Sections 3.7c.i, 3.7c.ii, and 3.7c.iii)
 - Surcharge pressures (see Section 3.7c.iv)
 - Hydrostatic pressure (see Section 3.7c.v)
 - Lateral Resisting Pressures on the front side of shoring, which would consist of the following:
 - Passive earth pressure (see Section 3.7d.i).
 - Passive earth pressure reductions (e.g., seepage uplift) (see Section 3.7d.ii)
 - Resisting loads from braces and tiebacks
 - Step 5)** Perform Structural Design Calculations
 - Perform stability analysis to establish the minimum embedment depth of shoring and anchor/brace loads (see Section 3.8j).
 - For complex shoring designs, perform global and basal heave stability analyses (see Section 3.8j).
 - Verify deflection is within that allowable (see Section 3.8k).
 - Verify strength of structural elements are not exceeded (see Section 3.8i)

3.4 (Step 1) EXCAVATION LOCATION

- a. See Figure 1, Section 3.1b for excavation limits.
- b. Shoring systems should be located as far from the Railroad track and structures as possible.

3.5 (Step 2) SUBSURFACE CHARACTERIZATION

- a. Subsurface exploration.
 - i. Sufficient borings shall be made along the length of the structure to determine, with a reasonable degree of certainty, the subsurface conditions. Irregularities found during the initial soil boring program may dictate that additional borings be performed.
 - ii. In general, borings should be performed within 50 feet of the planned location of shoring, or closer as necessary. If the planned shoring is longer than 250 feet in length, additional borings shall be performed along the length of the shoring on an average spacing of 250 feet.
 - iii. Borings shall be performed to a depth sufficient to fully characterize the soils adjacent to and below the proposed shoring.
 - iv. Unless otherwise stated in these guidelines, subsurface investigation shall also be made in accordance with the provisions of AREMA, Vol. 2, Ch. 8, Part 22, Geotechnical Subsurface Investigation.
- b. Type of backfill and backfill properties.
 - i. Backfill is defined as material behind the wall, whether undisturbed ground or compacted fill, that contributes to the pressure against the wall.

- ii. The compacted fill may be classified with reference to the soil types described in AREMA Vol. 2, Ch. 8, Articles 5.2.5 and 5.3.2. However, the unit weight used in design shall be representative of the actual unit weight of the material as measured by laboratory testing.
- c. Backfill placement and compaction.
 - i. The compacted fill shall meet the latest version requirements of Section 31 23 26 of the UPRR General Conditions and Specifications (UPRR) or BNSF Standard Construction Specifications (BNSF).
 - ii. No dumping of backfill material shall be permitted in such a way that the successive layers slope downward toward the wall. The layers shall be horizontal or shall slope downward away from the wall.
 - iii. If the wall is not free to rotate (i.e., is anchored or braced) and achieve an active condition during compaction of the backfill, the induced earth pressure due to compaction shall be evaluated. The assumed earth pressure shall be no less than the at-rest earth pressure (see Section 3.7c.ii).
- d. Stress states and corresponding soil strength properties.
 - i. Saturated cohesive soils (clays and some silts) can reside in two different stress states while shoring is in service:
 - Undrained / Total Stress: A short-term condition where the undrained shear strength (S_u) of the soil should be used for analysis.
 - Drained / Effective Stress: A long-term condition where drained effective friction angle (ϕ') and effective cohesion (c') of the soil should be used for analysis.
 - ii. It is impossible to accurately predict how long saturated cohesive soils will remain in an undrained / total stress state before pore pressures dissipate and the soil achieves a drained / effective stress state. For this reason, the Undrained Cohesive soil state shall only control for design when it results in a higher factor of safety for the shoring design than that estimated for the Drained Cohesive soil state. This will generally only be the case when the cohesive soils are relatively soft.
 - iii. It is noted that cohesive soils can also reside in an "unsaturated" state, where the soil can be characterized by an unsaturated shear strength. The unsaturated shear strength of a cohesive soil can vary drastically as it's moisture content increases or decreases. Given the impossibility of predicting moisture content changes for soils exposed to weather and groundwater fluctuations, the unsaturated shear strength of the soil shall not be used for design.
 - iv. Saturated and unsaturated cohesionless soils (some silts, sands, and gravels) should be assumed to always reside in a drained / effective stress state.
- e. A Geotechnical Report summarizing the existing and proposed subsurface conditions shall be provided by a Licensed Professional Engineer. The Geotechnical Report shall include:
 - i. Boring location plan showing the location of each boring in relation to tracks and the proposed shoring.
 - ii. Boring logs that indicate the elevation and depth of each layer of soil encountered, USCS classification of each layer of soil, an indication of whether the soil is fill or natural soil, the depth/elevation of groundwater, results of in-situ testing, index properties of the soil layers as determined by laboratory testing (e.g., moisture, density, sand content, plasticity, unconfined strength, etc.)
 - iii. Results of all laboratory testing. Laboratory testing shall include at a minimum: moisture content, density, unconfined compression tests on clay/rock, and direct shear or triaxial compression testing on soils to determine the effective cohesion and internal angle of friction.

- iv. Recommended soil properties for the design of shoring for each layer of soil as follows:
 - Top/bottom elevation of soil layer
 - Moist (γ) and effective (γ') unit weight
 - Undrained shear strength (S_u) of cohesive soils
 - Effective cohesion (c') and friction angle (ϕ')
 - Active and passive earth pressure coefficients
 - Parameters for p-y curve generation, if necessary.
- v. If required, allowable bearing capacity for spread footings.
- vi. Compaction recommendations for backfill, optimum moisture content and maximum density of fill material, and design parameters for the compacted fill. See Sections 3.5b and 3.5c.
- vii. Water table elevation to be assumed on both sides of the shoring system.
- viii. Dewatering recommendations, as needed, and proposed flownets or zones of groundwater influence.

3.6 (Step 3) SHORING TYPES

- a. Shoring/Trench Box is a prefabricated shoring system which is installed as the excavation progresses. This system is allowed in special applications only, typically where Railroad live load surcharge is not present unless it can be shown that the over excavation outside the box will be filled and compacted before the presence of Railroad live load.
- b. Anchored systems with tiebacks are discouraged, as the tiebacks will be an obstruction to future utility installations and may also damage existing utilities. If used, see Section 3.1.j for design requirements for tiebacks and soil nails.
- c. Sheet Pile Wall (Anchored) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded and the tensile resistance of tiebacks.
- d. Sheet Pile Wall (Cantilevered) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded. Cantilever sheet pile walls shall be used only in granular soils or stiff clays. The maximum height of wall above the excavation line shall be 10 feet in Zone A (see Figure 1) and 12 feet in Zone B.
- e. Soldier Pile with Lagging Wall (Anchored) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil/rock in which the soldier beam is embedded and from the tensile resistance of tiebacks. Soldier beams include steel H-piles, wide flange sections or other fabricated sections that are driven or set in drilled holes. Lagging refers to the members spanning between soldier beams.
- f. Soldier Pile with Lagging Wall (Cantilever) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil/rock in which the soldier beam is embedded. The maximum height of the wall above the excavation line shall be 8 feet for Zone A (see Figure 1) and 12 feet for Zone B.
- g. Braced Excavation is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the vertical members are embedded and from the structural capacity of the bracing members. For purposes of these guidelines, the vertical members of the braced excavation system include steel sheet piling or soldier beams comprised of steel H-piles, wide flange sections, or other fabricated sections that are driven or installed in drilled holes. Wales are horizontal structural members designed to transfer lateral loads from the vertical members to struts or rakers. Struts and rakers are structural compression members that support the lateral loads from the wales and transfer the load to either another side of a shored excavation (struts) or to a reaction pile/thrust block (raker).
- h. Cofferdam is an enclosed temporary structure used to keep water and soil out of an excavation for a permanent structure such as a bridge pier or abutment or similar structure. Cofferdams may be

constructed of timber, steel, concrete or a combination of these. These guidelines consider cofferdams primarily constructed with steel sheet piles.

3.7 (Step 4) APPLIED LOADS AND CALCULATIONS

- a. For shoring design submittal, all design criteria, temporary and permanent loading must be clearly stated in the design calculations and on the contract and record plans.
- b. Applied loading will consist of driving pressures/forces on the back of the shoring and resisting pressures/forces on the front of the shoring.
 - Driving pressure will generally consist of:
 - Active, At-Rest & Apparent pressures. (Sections 3.7c.i, 3.7c.ii, 3.7c.iii)
 - Surcharge (Section 3.7c.iv)
 - Hydrostatic pressures (Section 3.7c.v).
 - Resisting pressure will generally consist of:
 - Passive earth pressure (3.7d.i) and brace/tieback loading.
- c. **Driving Pressures/Loads:**
 - i. **Active Earth Pressure**
 - Use for cantilever walls and flexible walls with only one row of tiebacks/braces (i.e., flexible anchored bulkheads), if the minimum deflection criteria per AREMA Vol. 2, Ch. 8, Article 20.1.2.d is met. If the minimum deflection criteria for flexible anchored bulkheads is not met, use Apparent Earth Pressure for top-down shoring construction (Section 3.7c.iii), and At-Rest Earth Pressure for walls that are backfilled (Section 3.7c.ii).
 - The active earth pressure may be computed by the Rankine, Coulomb or Log-Spiral theories. The active earth pressure may also be based on general soil type per AREMA Vol. 2, Ch. 8, Part 20, Table 8-20-3 as provided in the Appendix.
 - For interface friction angles used for Coulomb and Log-Spiral theories, the interface friction angle shall not be greater than one-half of the effective friction angle of the soil, or that consistent with published values for specific types of soil in contact with either steel or concrete (e.g., **NAVFAC DM7.02, Chapter 3, Table 1**).
 - The backslope of the retained soil shall be considered when calculating the active earth pressure.
 - See Section 3.5b. Subsurface Characterization, for further requirements for computing earth pressure from compacted backfill.

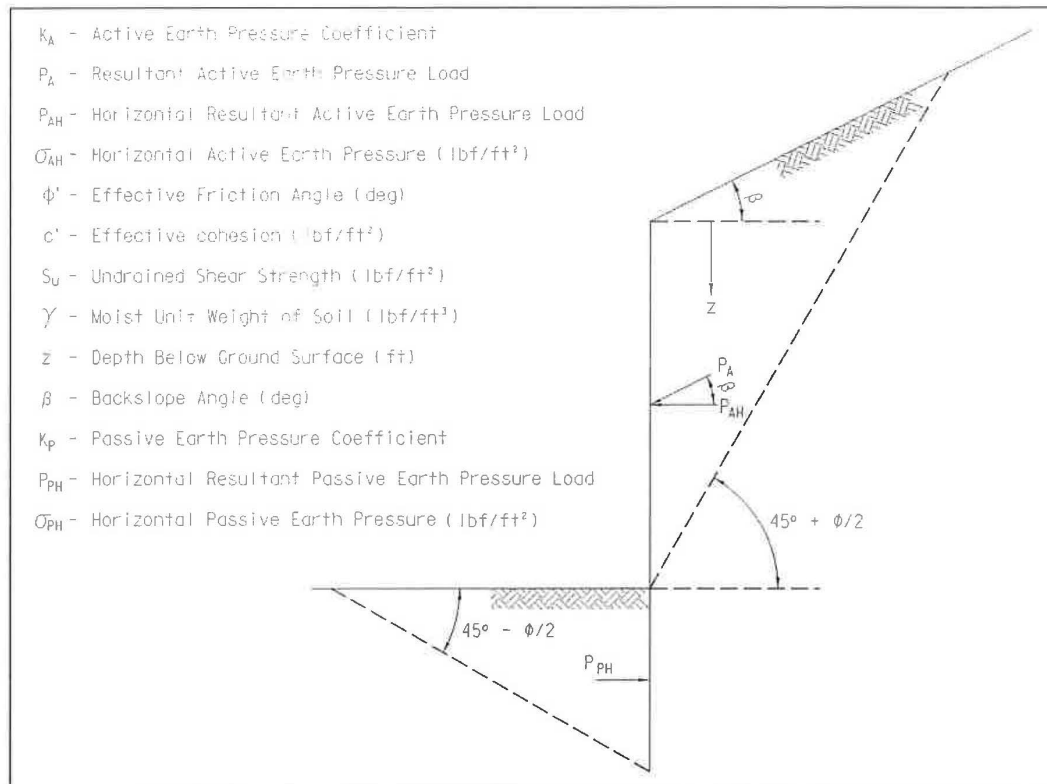


FIGURE 2

❖ NON-COHESIVE SOILS

Level Backslope (Rankine)

$$\sigma_{AH} = K_A \gamma z, \text{ where } K_A = \tan^2 \left(45 - \frac{\phi'}{2} \right)$$

Sloping Backslope (Rankine)

$$\sigma_{AH} = K_A \gamma z \cos \beta, \text{ where } K_A = \cos \beta \left(\frac{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right)$$

❖ COHESIVE SOILS & FRACTURED ROCK

Drained Cohesive & Fractured Rock - Level & Sloping Backslope (Rankine/Bell)

- Use these drained equations unless the undrained equations below result in greater earth pressures in the shoring design.

$$\sigma_{AH} = K_A \gamma z - 2c' \sqrt{K_A}$$

$$K_A = \tan^2 \left(45 - \frac{\phi'}{2} \right), \text{ For Level Backslope}$$

$$K_A = \cos \beta \left(\frac{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right), \text{ For Sloping Backslope}$$

- Effective Cohesion Note: Effective cohesion shall be assumed to be zero, unless local experience by a Licensed Geotechnical Engineer indicates the fully softened strength of the clay will have an effective cohesion greater than zero.
- Fractured Rock Note: The active earth pressure for fractured rock and intermediate geomaterials (e.g., weak shales, sandstone, etc.) shall be based on either the rock mass effective cohesion and friction angle, or mass shear strength. The mass strength parameters shall be determined using a methodology that accounts for rock type, intact strength, spacing and conditions of joints, rock quality designation (RQD), geological strength index (GSI), and/or rock mass rating (RMR).

Undrained Cohesive – Level Ground (Rankine/Bell)

- Only use undrained when it results in a higher earth pressure in the shoring design. Otherwise use the Drained equations above.
- Assumes $\phi=0$ and $c'=S_u$

$$\sigma_{AH} = \gamma z - 2S_u$$

or

$$\sigma_{AH} = K_A \gamma z, \text{ where } K_A = 1 - \frac{2S_u}{\gamma z}$$

Very Soft to Medium Clays/Silts

- Where the Stability Number $N_s = \gamma H / S_{ub}$ is greater than 4, active earth pressure shall be estimated as the greater of that determined using the equations above for drained (effective) and undrained (total stress) conditions, or the equations directly below. The factor of safety against basal heave shall also be analyzed per Section 3.8j.ii3.8. For $N_s > 6$, the global stability of the shoring shall also be evaluated by a limit-equilibrium method of slices per Section 3.8j.ii.

$$\circ \text{ For } 4 < N_s < 5.14, \quad K_A = 0.22$$

$$\circ \text{ For } N_s > 5.14 \text{ (Henkel, 1971), } \quad K_A = 1 - \frac{4S_u}{\gamma H} + 2\sqrt{2} \frac{d}{H} \left(1 - \frac{5.14S_{ub}}{\gamma H} \right) \geq 0.22$$

Where:

S_u = Undrained strength of retained soil (lb/ft²)

S_{ub} = Undrained strength of soil below excavation base (lb/ft²)

γ = Total unit weight of retained soil (lb/ft³)

H = Total excavation depth (ft)

d = Depth of potential base failure surface below base of excavation (ft)

(The lessor of either the thickness of soft to medium stiff clay below the bottom of excavation, or the width of the excavation divided by the square root of 2. See Figure 3 below.)

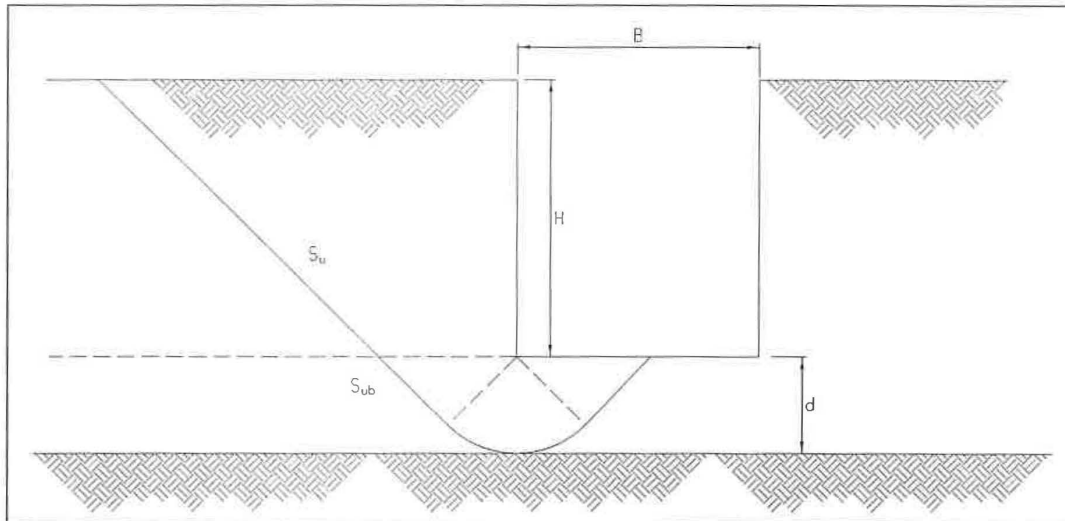


FIGURE 3

ii. At-Rest Earth Pressure.

- Used for rigid walls (e.g., reinforced concrete walls) that deflect less than that indicated in Table 1.

Table 1 - When to Use At-Rest Earth Pressure

Type of Backfill	Wall Deflection / Wall Height
Dense sand	0.001
Medium dense sand	0.002
Loose sand	0.004
Compacted Silt	0.002
Compacted lean clay	0.010
Compacted fat clay	0.010

(Clough & Duncan, 1991)

- At-Rest earth pressure shall also be used for walls that are restrained above the dredge line by braces/tiebacks and are backfilled with compacted fill. See also Section 3.8j.ii.
- At-Rest earth pressure shall be calculated as follows:

Level Ground

$$\sigma_{0H} = K_0 \gamma z, \text{ where } K_0 = (1 - \sin \phi') OCR^{(\sin \phi')}$$

Sloping Backslope

$$\sigma_{0H} = K_0 \gamma z (1 + \sin \beta)$$

Where:

σ_{0H} – Horizontal At-Rest Earth Pressure (lbf/ft²)

K_0 – At-Rest Earth Pressure Coefficient

ϕ' – Effective Friction Angle (deg)

OCR – Over-Consolidation Ratio

β – Backslope Angle (deg)

iii. Apparent Earth Pressure

- Use for braced excavations with single or multiple levels of braces/tiebacks.
- Use equations determined per AREMA Vol. 2, Ch. 8, Article 28.5.4.1 or FHWA-IF-99-015, Sections 5.2.4 (sands), 5.2.5 (stiff to hard clays) and 5.2.6 (soft to medium clays).
- For braced excavations that bottom out in very soft to medium stiff clays/silts, where the Stability Number $N_s = \gamma \cdot H / S_{ub}$ is greater than 4, the requirements of Section 3.7c.i for very soft to medium clays shall also apply if they control for design.

iv. Surcharge Loads

- Loads include but are not limited to: Railroad vertical and centrifugal loading, railroad service vehicles (HS-20 truck), roadway loading, fills placed above the top of shoring, construction equipment, crane pads, future grading and paving, structures, material storage piles, and snow.
- Dead load assumptions to be used for design:
 - Spoil pile: must be included assuming a minimum height of two feet of soil adjacent to the excavation.
 - Track: use 200 lbs/linear-ft for rails, inside guardrails and fasteners.
 - Roadbed: ballast, including track ties, use 120 lbs per cubic foot.
- For specific applications of the Cooper E80 live load, refer to in Appendix 5.1, which illustrates Live Load Pressure Due to Cooper E80.
- Additional analysis for centrifugal force calculations as described in AREMA Vol. 2, Ch. 15, Article 1.3.6. Centrifugal Loads are required where shoring is located along the outer side of curved track and track curvature exceeds three degrees.
- Lateral pressure from to infinite and uniform surcharge load.
 - The surcharge can effectively be treated as another soil layer, whereby the vertical surcharge pressure is multiplied by the active or at-rest earth pressure coefficient as shown below:

$$\sigma_{UA} = K_A q \quad \text{or} \quad \sigma_{U0} = K_0 q$$

Where:

σ_{UA} – Uniform lateral surcharge pressure for active condition (lb/ft²)

σ_{U0} – Uniform lateral surcharge pressure for at-rest condition (lb/ft²)

K_A - Active earth pressure coefficient

K_0 – At-rest earth pressure coefficient

q - Uniform surcharge load (lb/ft²)

- Lateral pressure from to point, line, uniform strip, and rectangular-area surcharge loads.
 - Equations shall be based on Boussinesq theory (i.e., elastic theory) and a rigid wall condition.
 - For point loads, see **AREMA, Vol. 2, Ch. 8, Article 20.3.2.4**.
 - For line loads, see **AREMA, Vol. 2, Ch. 8, Article 20.3.2.3**.
 - For rectangular loads, see **NAVFAC DM7.02, Figure 11**.
 - For uniform strip loads, see Case I (Cooper E80 loading parallel to walls) in Appendix 5.1, or **AREMA, Vol. 2, Ch. 8, Article 20.3.2.2**.
- Trial Wedge method per AREMA, Vol. 2, Ch. 8, Article C5.3.2.II may also be used.

v. **Hydrostatic Pressure Due to Unbalanced Groundwater Levels.**

- Hydrostatic pressure shall be assumed on secant/tangent pile and sheet pile shoring if the base of the excavation extends below the water table and no drainage system is installed behind the shoring.
- Weep holes are not considered an effective drainage system, unless the soil behind the shoring above the dredge line is uniformly free-draining granular material.

d. **Resisting Pressures/Loads:**

i. **Passive earth pressure**

- The passive earth pressure, P_p , below the excavation line may be computed by Rankine or Log-Spiral theories, but not the Coulomb theory.
- For Log-Spiral theory, the interface friction angle shall not be greater than one-half of the effective friction angle of the soil, or that consistent with published values for specific types of soil in contact with either steel or concrete.
- The passive earth pressure for cohesionless soils (sands, gravels and some silts), uncontrolled fill, and mixed layers of cohesive and cohesionless soil shall be calculated based on the effective friction angle of the soil.
- The passive earth pressure for cohesive (clay and some silts) soils and controlled backfill shall be calculated for the effective stress condition (see Section 3.5d.i for definition), unless the resulting earth pressure for the total stress condition (i.e., S_u) is less.
- For conditions where the slope in front of the shoring slopes down and away from the wall, the slope in front of the wall shall be considered when calculating passive pressure. If the ground in front of the shoring slopes upwards away from the wall, the ground level shall be assumed to be level for analysis.
- For reference, Rankine equations are provided below:

K_P – Passive Earth Pressure Coefficient

σ_{PH} – Horizontal Passive Earth Pressure (lbf/ft²)

ϕ' – Effective Friction Angle (deg)

c' – Effective cohesion (lbf/ft²)

S_u – Undrained Shear Strength (lbf/ft²)

γ – Moist Unit Weight of Soil (lbf/ft³)

z – Depth Below Ground Surface (ft)

β – Front Slope Angle (deg)

NON-COHESIVE SOILS

Level Frontslope (Rankine)

$$\sigma_{PH} = K_P \gamma z, \text{ where } K_P = \tan^2 \left(45 + \frac{\phi'}{2} \right)$$

Sloping Frontslope (Rankine)

- Use only if ground is sloping down and away from shoring (i.e., β is negative)

$$\sigma_{PH} = K_P \gamma z \cos \beta, \text{ where } K_P = \cos \beta \left(\frac{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right)$$

COHESIVE SOILS & FRACTURED ROCK

Drained Cohesive & Fractured Rock - Level & Sloping Backslope (Bell's)

$$\sigma_{PH} = K_p \gamma z + 2c' \sqrt{K_p}$$

$$K_p = \tan^2 \left(45 + \frac{\phi'}{2} \right), \text{ For Level Frontslope}$$

$$K_p = \cos \beta \left(\frac{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right), \text{ For Sloping Frontslope}$$

- Effective cohesion shall be assumed to be zero unless local experience by a Licensed Geotechnical Engineer indicates the fully softened strength of the clay will have an effective cohesion greater than zero.
- The passive resistance for fractured rock and intermediate geomaterials (e.g., weak shales, sandstone, etc.) shall be based on either the rock mass effective cohesion and friction angle, or mass shear strength. The mass strength parameters shall be determined using a methodology that accounts for rock type, intact strength, spacing and conditions of joints, rock quality designation (RQD), geological strength index (GSI), and/or rock mass rating (RMR).

Undrained Cohesive – Level Ground (Rankine/Bell)

- Only use undrained when it results in a lower earth pressure in the shoring design. Otherwise use Drained equations above.
- Assumes $\phi=0$ and $c'=S_u$

$$\sigma_{PH} = \gamma z + 2S_u$$

or

$$\sigma_{PH} = K_p \gamma z \text{ where } K_p = 1 + \frac{2S_u}{\gamma z}$$

- For soldier pile walls, the upper 1.5 pile/shaft diameters of passive resistance in soil below the excavation line shall be ignored per AREMA, Vol. 2, Ch. 8, Article 28.5.3.2.a.
 - Allowable arching factors for soldier pile walls shall comply with AREMA, Vol. 2, Ch. 8, Article 28.5.3.2.a.
 - As noted in Section 3.1i.ii above, the width of the drilled hole for a soldier pile shall not be assumed to provide passive resistance unless the concrete backfill has a minimum compressive strength of 3,000 psi, and a minimum coverage of at least 3.0 inches between the edge of the pile and drilled hole.
 - P-y curve methods shall use a P-multiplier less than 1 to account for group effects on sheet and soldier pile walls when piles are spaced less than 3.5D apart on center, and for slopes in front of the wall.
- ii. Seepage pressures on bulkheads and cofferdams.
- Where the imbalance of water levels results in water seeping under the bottom of shoring and upward into the excavation, the seepage pressures on the wall and base of excavation shall be based on flownet or equivalent analyses, and the passive resistance reduced accordingly. See AREMA, Vol. 2, Ch. 8, Article 20.3.5 or FHWA-IF-99-015 Section 5.2.9 for further detail.

3.8 (Step 5) STRUCTURAL DESIGN CALCULATIONS

- a. Temporary shoring is defined by AREMA, Vol. 2, Ch. 8, Article 28.1.1, and is anticipated to be in service for not more than an 18-month period. Earth retention structures that are anticipated to be in service for more than 18 months shall be designed per AREMA as permanent structures.
- b. Calculations shall be performed for each stage of construction, when one or more rows of braces/tiebacks are being implemented. The calculations shall be performed for each stage of excavation before the braces/tiebacks are installed for that stage.
- c. Calculations shall be performed by one of two methods:
 1. Classical Method: A sum of forces and moments analysis whereby driving and resisting pressures are balanced. Driving pressures are applied from the top to the bottom of the back side of the shoring. For braced excavations, Apparent earth pressure will be applied from the top down to the excavation line, and below the excavation line, Active earth pressure will be applied down to the bottom of the shoring on the back side of the shoring. Resisting pressures/forces are applied from the excavation line to the bottom of the front side of the shoring. To achieve an acceptable factor of safety for embedment, the passive resistance will be reduced as required in Section 3.8j.i. It is noted that all AREMA requirements are based on an assumption that the Classical Method will be used for design.
 2. P-y Method: A force-deflection analysis (i.e., Winkler beam analysis) whereby the soil below the excavation line on both sides of the shoring is characterized as springs. Driving earth pressures are generally only applied above the excavation line. However, surcharge loads are generally applied to the bottom of the shoring elements. Minimum embedment is based on the base of the shoring reaching fixity as required in Section 3.8j.i.
- d. Calculations shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses.
- e. List all assumptions used to design the temporary shoring system, and provide references for equations, tables, figures, and design criteria obtained from design manuals and guidelines.
- f. Computerized calculations and programs must clearly indicate the input and output data. List all equations used in determining the output.
- g. Example calculations with values must be provided to support computerized output and match the calculated computer result.
- h. Provide a simple free body diagram showing all controlling dimensions and applied loads on the temporary shoring system.
- i. Documents and manufacturer's recommendations which support the design assumptions must be included with the calculations.
- j. Embedment depth and stability.
 - i. The minimum depth of embedment is that required to balance driving and resisting pressures/loads.
 - The minimum factor of safety for balancing active and passive pressures shall be 1.5 (See AREMA, Vol. 2, Ch. 8, Article 20.5.1.a). The factor of safety is achieved by reducing the passive earth pressure resistance by a factor of 0.67. A calculated factor of safety based on shallow penetration into strong soil layer is not acceptable.
 - Note, some commercially available software packages add ~ 30% length to the embedment computed for moment equilibrium in order to achieve force equilibrium. This additional length added by the software is not the required factor of safety noted above. Additional embedment, beyond the 30% added by the software package, is required to achieve the specified factor of safety.

- The minimum embedment for p-y methods shall be based on both the shoring meeting the deflection limit criteria in [Table 2](#) over the full height of the shoring, and a moment reversal (i.e., moment diagram passes through zero twice) being achieved below the excavation line.
- ii. In special circumstances, as indicated in these guidelines, minimum embedment might also be controlled by basal heave or global stability.
 - The minimum factor of safety against basal heave shall be 1.5 for temporary structures. See FHWA-IF-99-015, Section 5.8.2 for further details on methodology.
 - The minimum factor of safety for global stability shall be 1.3 when using a limit-equilibrium method of slices. (See AREMA, Vol. 2, Ch. 8, Article 20.4.1.c). The global stability analyses shall consider failure surfaces that pass both below and through non-continuous shoring (e.g., soldier piles) located below the dredge line, as well as both through and behind wall anchors. See FHWA IF-99-015, Section 5.7.3 for further details on methodology.
 - Global stability shall also be analyzed for slopes steeper than 2(H):1(V) that are above, adjacent or below shoring.
- iii. Multiple tiers of shoring should not be used if the active wedge of the lower wall overlies the passive wedge of the upper wall.
 - If there is active/passive overlap between tiers of shoring, or the shoring will be supporting an existing retaining wall, the effect of loading of the upper wall/shoring on the lower wall shall be evaluated. This will require estimating the bearing, sliding and/or passive resistance demand of the upper wall, and applying those demands in part or fully to the lower wall. In addition, any loading in front of or behind the upper wall that is not fully supported by the wall, would also need to be applied to the shoring. Lastly, a global stability analysis per Section 3.8j.ii shall be performed to determine the external stability of the multi-tiered wall/shoring system.

k. **Deflection limits.**

- i. Calculated total deflections of any part of the temporary shoring system and top of rail elevation shall not exceed the criteria outlined in [Table 2](#) Deflection Criteria. Include the accumulated elastic deflection of all of the wall elements (piles, anchors, lagging, walers, strut/raker restraints, etc.), as well as the deflection due to the passive deflection of the resisting soil mass.

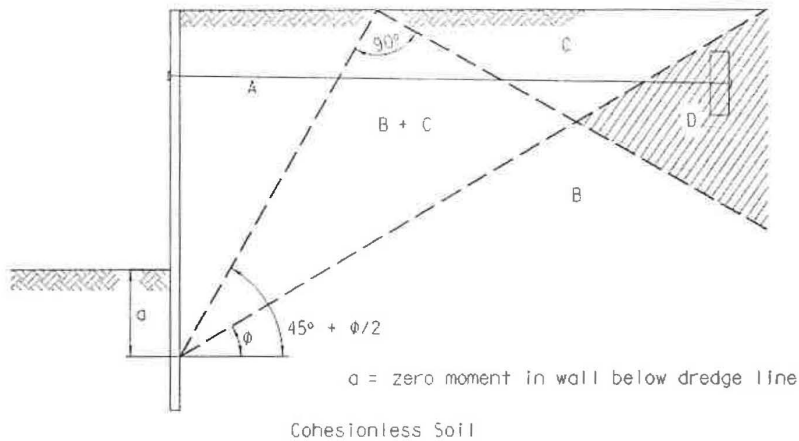
Table 2 - Deflection Criteria

Horizontal distance from shoring to track C/L measured at a right angle from track	Maximum horizontal movement of shoring system	Maximum acceptable horizontal or vertical movement of rail
15' < S < 18'	3/8"	1/4"
18' < S < 25'	1/2"	1/4"
S > 25'	1% of shoring height above excavation line	-

- ii. Braced excavations should be designed for conditions in which the ground surface on all sides is relatively uniform in elevation. If the ground surface elevation varies significantly from one side of the excavation to the other, the deflection of the higher braced shoring towards the side with lower braced shoring shall be evaluated. This analysis would approximate that required for shoring supported by rakers, where the lower shoring acts as the raker thrust block, such that the passive deflection of the lower shoring is added to the higher shoring deflection and the resulting sum is verified to not exceed the deflection criteria in [Table 2](#).

I. Strength design.

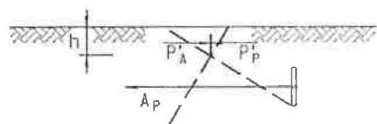
- i. Shall be performed using the Service Load Design method. Allowable Stresses based on AREMA requirements are as follows:
 - Structural Steel Allowable Stress: See AREMA, Vol. 2, Ch. 15, Section 1.4, Table 15-1-11 For common shoring components, generally 0.55 of the yield strength of the steel.
 - Sheet Pile Sections: 2/3 of yield strength for steel. (AREMA, Vol. 2, Ch. 8, Article 20.5.7)
 - Concrete: 1/3 of Compressive strength. (AREMA, Vol. 2, Ch. 8, Article 20.5.7)
 - Anchor Rods: 1/2 of yield strength for steel. (AREMA, Vol. 2, Ch. 8, Article 20.5.7)
- ii. AISC allowances for increasing allowable stress due to temporary loading conditions are not acceptable.
- iii. Structures and structural members shall be designed to have design strengths at all sections at least equal to the required strengths calculated for the loads and forces in such combinations as stipulated in AREMA, Vol. 2, Ch. 8, Article 2.2.4b, which represents various combinations of loads and forces to which a structure may be subjected. Each part of the structure shall be proportioned for the group loads that are applicable, and the maximum design required shall be used.
- iv. In braced excavations, the connections between struts and wales shall be designed to resist both axial demands as well as the vertical demands from the self-weight of the members and any incidental vertical loads applied during construction.
- v. Stiffeners shall be provided at points of bearing concentrated load. (See AREMA Vol. 2, Ch.15, Article 1.7.7).
- m. Gravity type temporary shoring systems must also be analyzed for settlement, overturning, sliding, bearing capacity per AREMA, Vol. 2, Ch. 8, Part 5, and global stability per the requirements in Section 3.8j.ii.
- n. Anchor blocks and deadman for tiebacks shall be designed for a safety factor of 2.0, where safety factor is derived as the ratio of the net passive resistance (passive earth pressure minus active earth pressure) on the anchor block to the load on tie rod. To utilize the full allowable anchor capacity, the minimum length of the tie rod shall be as shown in Figure 4. If site constraints prevent the minimum length of tie rods from being implemented, the anchor capacity shall be reduced as Indicated in Figure 4. For deriving anchor block capacity where minimum tie rod length is achieved, NAVFAC DM7.02 or CalTrans 2011 may be referenced.
 - i. For sheet and soldier pile deadman, p-y methods may be used. The sum of the estimated deflection of the deadman pile and shoring shall be less than that indicated in Section 3.8k.



For Cohesionless soils, anchor resistance in each zone is as follows:

A - No Anchor resistance available

B - Anchor block resistance is reduced by $P'_p - P'_A$



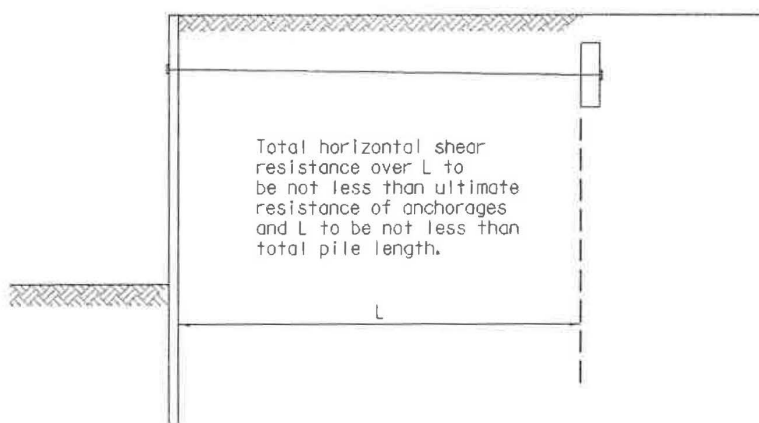
$$P'_p = \frac{1}{2} h^2 \gamma \tan^2 \left(45^\circ + \frac{\phi}{2} \right)$$

$$P'_A = \frac{1}{2} h^2 \gamma \tan^2 \left(45^\circ - \frac{\phi}{2} \right)$$

C - Anchor block achieves full resistance but pressure is increased on the wall by ΔP_p .
(See ΔP_p force diagram in Theoretical Soil Mechanics, pgs. 232-233 or NAVFAC DM7.02, Figure 20)

B + C - Anchor block resistance is reduced by $P'_p - P'_A$ and pressure is increased on the wall by ΔP_p .

D - Anchor block achieves full resistance without adding additional load to the wall



Cohesive Soil or Stratum of Cohesive Extending Below Anchor to Wall (Dismuke, 1991)

FIGURE 4

3.9 DESIGN PLAN REQUIREMENTS

- a. Shoring design plans shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses. The shoring plans must completely identify the site constraints and the shoring system, and must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed. Use the design templates provided in the appendix as an example to show the required information, specifications and drawings. The specific requirements of the plan submittals are as follows:

i. **General plan view should show:**

- Railroad Right-of-Way and North arrow.
- Position of all railroad tracks and identify each track as mainline, siding, spur, etc.
- Spacing between all existing tracks.
- Location of all access roadways, drainage ditches and direction of flow.
- Contours of existing grade elevations.
- Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
- Proposed horizontal construction clearances. The minimum allowable is 15 feet measured at a right angle from centerline of track. In curved track the temporary horizontal construction clearances shall increase either 6 inches total or 1.5 inches for every degree of curve, whichever is greater, per Section 4.4.1.2 of the BNSF-UPRR Guidelines for Railroad Grade Separation Projects.
- Location of existing and proposed utilities.
- Location of soil borings used for design.
- Specifications for all elements of the proposed shoring.
- Detailed view of shoring along with controlling elevations and dimensions.

ii. **Typical sections and elevations perpendicular to adjacent track alignment should show:**

- Top of rail and/or top of tie elevations for all tracks.
- Offset from the outside face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
- All structural components, controlling elevations and dimensions of shoring system.
- All drainage ditches and controlling dimensions.
- All slopes, existing structures and other facilities which may surcharge the shoring system.
- Location of all existing and proposed utilities.
- Total depth of shoring system.

- For shoring with tiebacks/bracing, elevations for each temporary stage of shoring construction.
- The assumed groundwater elevation.
- The extent of the Zone A envelope as it overlies the proposed shoring.

iii. **General notes**

- Design loads to be based on the AREMA manual and Cooper E80 loading.
- Pressure due to embankment surcharges.
- ASTM designation and yield strength for each material.
- Maximum allowable bending stress for structural steel is 0.55F_y.
- Temporary overstress allowances are not acceptable.
- All timber members shall be Douglas Fir grade 2 or better.
- In-situ soil classification.
- Backfill soil classification.
- Soil properties used for design.
- Active and passive soil coefficients.
- Fill and backfill compaction criteria.
- Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical.
- Dredge line elevation.
- Shoring deflection to be calculated and meet Railroad requirements.
- Rail, ground and shoring movement monitoring requirements.

iv. **Miscellaneous:**

- Project name, location, GPS coordinates, track owner, railroad line segment, milepost and subdivision in the title block.
- A detailed construction sequence outlining the installation and removal of the temporary shoring system.
- A description of the tieback installation including

- drilling, casing, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations, spacing, and distance below bottom of tie.
- All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.
- Details and descriptions of all shoring system members and connection details.
- Handrail and protective fence details along the excavation.
- Railroad and other "CALL BEFORE YOU DIG" numbers and web sites
- Construction clearance diagram.

4. DEFINITIONS

Access Road:

A road used and controlled by the Railroad for maintenance, inspection and repair.

Applicant:

Any party proposing a temporary retaining structure project on Railroad Right-of-Way or other Railroad operating location, regardless of track being active or out of service. Includes all agents working on behalf of the Applicant.

AREMA:

The current edition of the American Railway Engineering and Maintenance-of-Way Association Manual for Railway Engineering.

AASHTO:

The current edition of the American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges.

BNSF:

Burlington Northern Santa Fe Railway

C & M Agreement:

A Construction and Maintenance Agreement that has been negotiated between the Railroad and the Applicant that addresses all the duties and responsibilities of each party regarding the construction of the proposed grade separation and the maintenance requirements after construction of the said structure.

Construction Documents:

Design plans and calculations, project and/or standard specifications, geotechnical report and drainage report.

Construction Window:

A timeframe in which construction or maintenance can be performed by the Contractor with the required presence of a Flagman.

Contractor:

The individual, partnership, corporation or joint venture and all principals and representatives (including Applicant's subcontractors) with whom the contract is made by the Applicant for the construction of the Grade Separation Project.

Crossover:

A track connection which allows trains and on-track equipment to cross from one track to another.

Engineer-of-Record:

The licensed Professional Engineer that develops the criteria and concept for the project and is responsible for the preparation of the Plans and Specifications.

Final Plans:

100% plans signed & stamped by the Engineer-of-Record.

Flagman:

A qualified employee of the Railroad providing protection to and from Railroad operations per Railroad requirements.

Guidelines:

Information contained in this document or referenced in AREMA or AASHTO.

Grade Separation Project:

A project that includes an Overhead or Underpass Structure that crosses the Railroad Right-of-Way or other Railroad operating location regardless of track status being active or out of service.

Main Track:

A principle track, designated by Timetable or special instructions, upon which train movements are generally authorized and controlled by the train dispatcher. Main Track must not be occupied without proper authority.

Multiple Main Tracks:

Two or more parallel or adjacent Main Tracks.

Overhead Structure:

A Roadway and/or Trail Structure over the Railroad Right-of-Way.

Railroad Local Representative / Railroad Representative:

The individual designated by the Railroad as the primary point of contact for the project.

Railroad:

Refers to BNSF Railway and/or Union Pacific Railroad.

Railroad Track Maintenance Representative (UPRR=MTM, BNSF=RDM):

Railroad representative responsible for maintenance of the track and supporting subgrade.

Railroad Right-of-Entry Agreement:

An agreement between the Railroad and an Applicant or a Contractor allowing access to Railroad property.

Railroad Right-of-Way:

The limits of property owned, controlled and/or operated upon by the Railroad.

Shoofly:

A temporary track built to bypass an obstruction or construction site.

Siding:

A track connected to the Main Track used for storing or passing trains.

Timetable:

A Railroad publication with instructions on train, engine or equipment movement. It also contains other essential Railroad information.

Trail:

A pathway impacting Railroad Right-of-Way or other Railroad operating locations regardless of track status being active or out of service. This includes pedestrian, bicycle, approved motorized recreational equipment and equestrian uses.

Underpass Structure:

Railroad Structure over a Roadway and/or Trail.

UPRR:

Union Pacific Railroad

Yard:

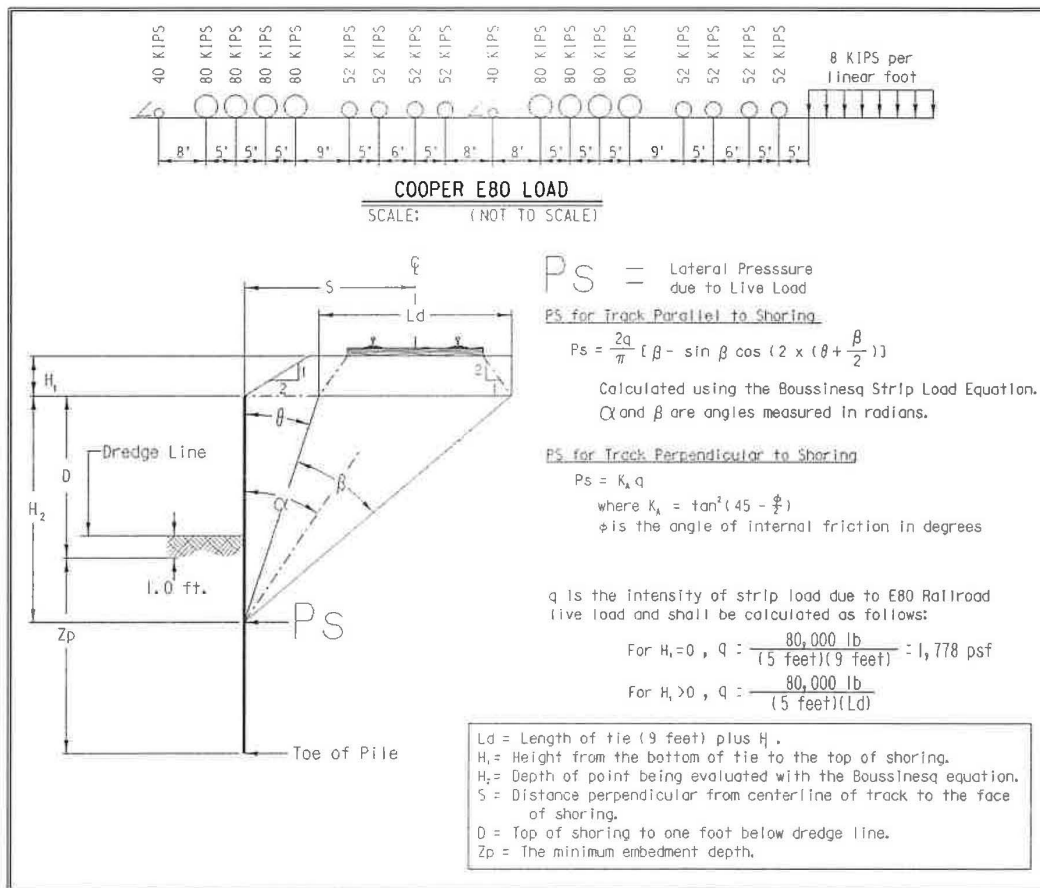
A system of tracks of defined limits, other than main tracks and sidings, for storing and sorting cars and other purposes.

Yard Limits:

A portion of main track designated by "yard limit" signs and included in the timetable special instructions or a track bulletin.

5. APPENDIX

5.1 LIVE LOAD PRESSURE DUE TO COOPER E80 LOADING

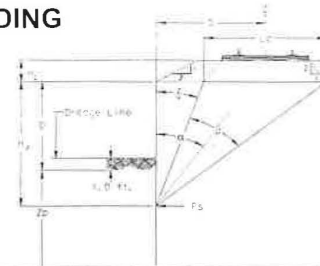


5.2 CHART – LIVE LOAD PRESSURE DUE TO E80 LOADING

This chart identifies the active pressure and resulting forces due to E80 live load.

1. Select distance S from track centerline to face of shoring.
2. Select depth H₂ below base of tie.
3. Read P_s, M, R and $\bar{z}$ from the table.
4. Use the procedure outlined in the sample problem to determine values at non-tabulated points.

$$P_s = \frac{2q}{\pi} [\beta - \sin \beta \cos(2\alpha)] \quad \text{where } q = 1778 \text{ psf}$$



Boussinesq surcharge pressure E80 live load for H₁=0

Depth below top of shoring H ₂ (ft)	Variables	Horizontal distance (S) from shoring to track CL measured at a right angle of file									
		12	14	16	18	20	22	24	26	28	30
2	P _s (psf)	305	220	166	130	105	86	72	61	53	46
	α (radians)	1.38	1.41	1.44	1.45	1.47	1.48	1.48	1.49	1.50	1.50
	β (radians)	0.14	0.10	0.07	0.06	0.05	0.04	0.03	0.03	0.02	0.02
	z (ft)	1.32	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33
	M (ft-lbs/ft)	215	152	114	89	71	58	49	41	36	31
	R (lbs/ft)	317	226	170	132	106	87	73	62	53	46
4	P _s (psf)	496	381	299	240	197	164	138	118	102	89
	α (radians)	1.21	1.27	1.31	1.34	1.36	1.38	1.40	1.41	1.43	1.44
	β (radians)	0.25	0.19	0.14	0.11	0.09	0.07	0.06	0.05	0.05	0.04
	z (ft)	2.59	2.61	2.63	2.64	2.64	2.65	2.65	2.65	2.65	2.66
	M (ft-lbs/ft)	1,609	1,165	882	692	557	459	384	327	281	244
	R (lbs/ft)	1,141	840	643	508	411	339	285	242	209	182
6	P _s (psf)	558	461	381	317	266	225	193	167	146	128
	α (radians)	1.06	1.13	1.19	1.23	1.27	1.29	1.32	1.34	1.35	1.37
	β (radians)	0.33	0.25	0.20	0.16	0.13	0.11	0.09	0.08	0.07	0.06
	z (ft)	3.77	3.83	3.88	3.90	3.92	3.94	3.95	3.96	3.96	3.97
	M (ft-lbs/ft)	4,944	3,674	2,830	2,244	1,822	1,508	1,269	1,082	933	813
	R (lbs/ft)	2,214	1,696	1,332	1,070	877	731	618	529	458	400
8	P _s (psf)	535	476	414	358	309	268	234	205	181	160
	α (radians)	0.94	1.02	1.08	1.13	1.17	1.21	1.24	1.26	1.29	1.30
	β (radians)	0.37	0.29	0.24	0.19	0.16	0.14	0.12	0.10	0.09	0.08
	z (ft)	4.84	4.97	5.06	5.11	5.16	5.19	5.21	5.23	5.24	5.26
	M (ft-lbs/ft)	10,481	8,006	6,286	5,051	4,141	3,452	2,920	2,501	2,165	1,892
	R (lbs/ft)	3,316	2,641	2,134	1,751	1,456	1,228	1,047	903	786	689
10	P _s (psf)	474	449	411	370	329	293	260	232	207	186
	α (radians)	0.83	0.92	0.99	1.04	1.09	1.13	1.17	1.19	1.22	1.24
	β (radians)	0.38	0.32	0.26	0.22	0.19	0.16	0.14	0.12	0.10	0.09
	z (ft)	5.81	6.02	6.16	6.26	6.34	6.39	6.44	6.47	6.50	6.52
	M (ft-lbs/ft)	18,145	14,227	11,385	9,280	7,689	6,463	5,502	4,736	4,117	3,610
	R (lbs/ft)	4,328	3,571	2,964	2,482	2,099	1,792	1,544	1,341	1,175	1,037
12	P _s (psf)	404	403	386	360	331	302	274	248	225	204
	α (radians)	0.75	0.83	0.90	0.96	1.01	1.06	1.10	1.13	1.16	1.18
	β (radians)	0.38	0.33	0.28	0.24	0.20	0.18	0.15	0.13	0.12	0.11
	z (ft)	6.68	6.97	7.18	7.34	7.46	7.55	7.61	7.67	7.71	7.75
	M (ft-lbs/ft)	27,703	22,237	18,121	14,980	12,550	10,641	9,121	7,895	6,894	6,068
	R (lbs/ft)	5,207	4,424	3,763	3,214	2,762	2,389	2,080	1,823	1,608	1,427
14	P _s (psf)	338	351	349	337	319	298	276	255	234	215
	α (radians)	0.68	0.76	0.83	0.89	0.94	0.99	1.03	1.07	1.10	1.13
	β (radians)	0.38	0.33	0.28	0.25	0.22	0.19	0.17	0.15	0.13	0.12
	z (ft)	7.46	7.85	8.13	8.35	8.51	8.64	8.74	8.82	8.89	8.94
	M (ft-lbs/ft)	38,880	31,856	26,395	22,116	18,729	16,021	13,831	12,043	10,568	9,339
	R (lbs/ft)	5,948	5,178	4,499	3,913	3,414	2,990	2,631	2,327	2,068	1,847
16	P _s (psf)	280	301	310	308	300	286	271	254	237	220
	α (radians)	0.62	0.70	0.77	0.83	0.88	0.93	0.97	1.01	1.04	1.07
	β (radians)	0.36	0.32	0.28	0.25	0.22	0.20	0.18	0.16	0.14	0.13
	z (ft)	8.17	8.64	9.01	9.29	9.51	9.68	9.82	9.93	10.03	10.10
	M (ft-lbs/ft)	51,411	42,880	36,066	30,598	26,183	22,590	19,644	17,207	15,175	13,468
	R (lbs/ft)	6,563	5,829	5,158	4,560	4,034	3,576	3,179	2,837	2,540	2,284

Continued

Depth below top of shoring H ₂ (ft)	Variables	Horizontal distance (S) from shoring to track CL measured at a right angle									
		12	14	16	18	20	22	24	26	28	30
18	Ps (psf)	231	256	271	277	276	269	259	247	234	220
	α (radians)	0.57	0.64	0.71	0.77	0.82	0.87	0.92	0.96	0.99	1.02
	β (radians)	0.35	0.31	0.28	0.25	0.23	0.20	0.18	0.16	0.15	0.13
	z (ft)	8.80	9.37	9.81	10.16	10.44	10.67	10.85	11.00	11.12	11.22
	M (ft-lbs/ft)	65,062	55,110	46,976	40,313	34,834	30,304	26,536	23,384	20,728	18,477
	R (lbs/ft)	7,072	6,386	5,739	5,145	4,609	4,132	3,710	3,338	3,012	2,725
20	Ps (psf)	191	217	236	246	250	249	244	237	227	217
	α (radians)	0.52	0.59	0.66	0.72	0.77	0.82	0.87	0.91	0.94	0.98
	β (radians)	0.33	0.30	0.28	0.25	0.23	0.21	0.19	0.17	0.15	0.14
	z (ft)	9.37	10.03	10.56	10.98	11.32	11.59	11.82	12.01	12.16	12.30
	M (ft-lbs/ft)	79,641	68,368	58,973	51,137	44,586	39,093	34,465	30,548	27,216	24,367
	R (lbs/ft)	7,493	6,859	6,245	5,668	5,135	4,651	4,214	3,822	3,474	3,163
22	Ps (psf)	159	184	204	217	225	228	227	223	217	210
	α (radians)	0.49	0.55	0.62	0.67	0.73	0.77	0.82	0.86	0.90	0.93
	β (radians)	0.31	0.29	0.27	0.25	0.23	0.21	0.19	0.17	0.16	0.14
	z (ft)	9.89	10.64	11.24	11.73	12.14	12.47	12.74	12.97	13.17	13.33
	M (ft-lbs/ft)	94,986	82,497	71,913	62,945	55,341	48,878	43,370	38,658	34,611	31,122
	R (lbs/ft)	7,842	7,260	6,684	6,131	5,611	5,128	4,685	4,283	3,918	3,590
24	Ps (psf)	133	157	176	191	202	207	210	209	206	201
	α (radians)	0.45	0.52	0.58	0.63	0.68	0.73	0.78	0.82	0.85	0.89
	β (radians)	0.30	0.28	0.26	0.24	0.22	0.20	0.19	0.17	0.16	0.15
	z (ft)	10.35	11.19	11.87	12.44	12.90	13.29	13.62	13.89	14.13	14.32
	M (ft-lbs/ft)	110,969	97,366	85,670	75,625	66,997	59,577	53,183	47,661	42,875	38,716
	R (lbs/ft)	8,132	7,600	7,064	6,540	6,037	5,564	5,122	4,715	4,342	4,001
26	Ps (psf)	112	134	153	168	180	188	192	194	193	191
	α (radians)	0.42	0.48	0.54	0.60	0.65	0.69	0.74	0.78	0.82	0.85
	β (radians)	0.28	0.27	0.25	0.23	0.22	0.20	0.19	0.17	0.16	0.15
	z (ft)	10.78	11.69	12.45	13.09	13.62	14.07	14.44	14.77	15.04	15.28
	M (ft-lbs/ft)	127,485	112,863	100,135	89,071	79,460	71,105	63,836	57,499	51,963	47,113
	R (lbs/ft)	8,376	7,890	7,393	6,899	6,418	5,959	5,524	5,118	4,741	4,393
28	Ps (psf)	94	114	132	148	160	169	175	179	180	180
	α (radians)	0.40	0.46	0.51	0.56	0.61	0.66	0.70	0.74	0.78	0.81
	β (radians)	0.27	0.26	0.24	0.23	0.21	0.20	0.19	0.17	0.16	0.15
	z (ft)	11.17	12.16	12.99	13.70	14.29	14.80	15.23	15.60	15.91	16.19
	M (ft-lbs/ft)	144,448	128,896	115,211	103,191	92,642	83,385	75,258	68,113	61,823	56,274
	R (lbs/ft)	8,581	8,137	7,677	7,214	6,758	6,315	5,892	5,491	5,115	4,764
30	Ps (psf)	80	98	115	130	142	152	160	165	167	168
	α (radians)	0.37	0.43	0.48	0.53	0.58	0.63	0.67	0.71	0.74	0.78
	β (radians)	0.26	0.25	0.23	0.22	0.21	0.20	0.18	0.17	0.16	0.15
	z (ft)	11.52	12.59	13.49	14.26	14.92	15.48	15.97	16.38	16.75	17.06
	M (ft-lbs/ft)	161,789	145,388	130,819	117,903	106,466	96,343	87,381	79,443	72,404	66,153
	R (lbs/ft)	8,755	8,349	7,925	7,492	7,060	6,636	6,227	5,834	5,462	5,112
32	Ps (psf)	69	85	101	115	127	137	145	151	155	157
	α (radians)	0.35	0.41	0.46	0.51	0.55	0.60	0.64	0.68	0.71	0.75
	β (radians)	0.25	0.24	0.22	0.21	0.20	0.19	0.18	0.17	0.16	0.15
	z (ft)	11.85	12.98	13.95	14.79	15.51	16.13	16.67	17.13	17.54	17.89
	M (ft-lbs/ft)	179,452	162,274	146,888	133,136	120,859	109,909	100,144	91,432	83,655	76,706
	R (lbs/ft)	8,904	8,532	8,140	7,736	7,329	6,925	6,531	6,150	5,785	5,438

5.3 TABLES FOR SOIL SPECIFICATIONS

Table 8-20-1. Granular Soils

Descriptive Term for Relative Density	Standard Penetration Test Blows per Foot "N"
Very Loose	0 – 4
Loose	4 – 10
Medium	10 – 30
Dense	30 – 50
Very Dense	Over 50

Table 8-20-2. Silt and Clay Soils

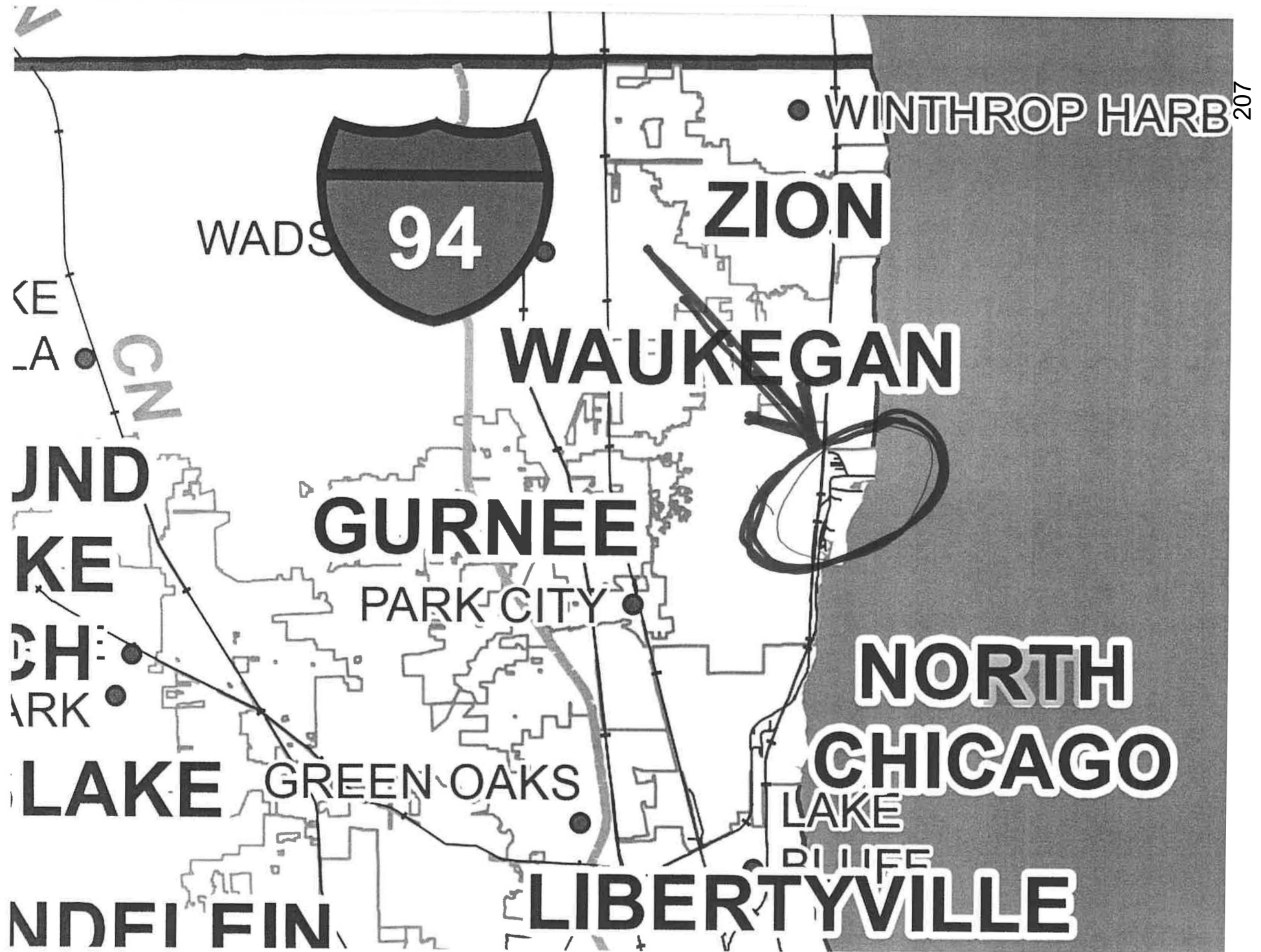
Descriptive Term for Consistency	Unconfined Compressive Strength Tons per Square Foot
Very Soft	Less than 0.25
Soft	0.25 – 0.50
Medium	0.50 – 1.00
Stiff	1.00 – 2.00
Very Stiff	2.00 – 4.00
Hard	Over 4.00

Table 8-20-3. Unit Weights of Soils, and Coefficients of Earth Pressure

Type of Soil	Unit Weight of Moist Soil, γ (Note 1)		Unit Weight of Submerged Soil, γ' (Note 1)		Coefficient of Active Earth Pressure, K_a				Coefficient of Passive Earth Pressure, K_p		
					For Backfill	For Soils in Place	Friction Angles (Note 2)		For Soils in Place	Friction Angles (Note 2)	
	Minimum	Maximum	Minimum	Maximum			ϕ	δ		ϕ	δ
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Clean Sand:											
Dense	110	140	65	78		0.20	38	20	9.0	38	25
Medium	110	130	60	68		0.25	34	17	7.0	34	23
Loose	90	125	56	63	0.35	0.30	30	15	5.0	30	20
Silty Sand:											
Dense	110	150	70	88		0.25			7.0		
Medium	95	130	60	68		0.30			5.0		
Loose	80	125	50	63	0.50	0.35			3.0		
Silt and Clay (Note 3)	$\frac{165(1+w)}{1+2.65w}$		$\frac{103}{1+2.65w}$		1.00	$1 - \frac{q_u}{\bar{p} + \gamma z}$			$1 + \frac{q_u}{\bar{p} + \gamma z}$		
Note 1: In pounds per cubic foot.											
Note 2: These angles, expressed in degrees, are ϕ , the angle of internal friction, and δ , the angle of wall friction, and are used in estimating the coefficients under which they are listed.											
Note 3: The symbol γ represents γ or γ' , whichever is applicable; $\bar{p}$ is the effective unit pressure on the top surface of the stratum; q_u is the unconfined compressive strength; w is the natural water content, in percentage of dry weight; and z is the depth below the top surface of the stratum.											

6. REFERENCES

- a. The following list of references used in these guidelines are placed here in alphabetical order for your convenience.
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