
Description: **CN Locomotive Sale - 2009**

Canadian National Railways, herein called "CN", is seeking to dispose of surplus locomotives ("Locomotives").
CN invites you to submit your highest cash offer for purchasing locomotives per the instructions outlined below.

Instructions to Bidders

- 1 - The bidder's personnel performing inspections must conduct themselves in accordance with CN Safety Policies. Personal protective equipment including hard hat, steel-toe safety boots, safety glasses with side shields and safety vests are the responsibility of the person performing inspections, and must be worn at all times while on CN Property.
- 2 - Canadian National's Safety Guidelines and Liability Waiver Form will be distributed at the entrance of the inspection sites. The inspector(s) must sign the Liability Waiver form prior to being given access to the sites. Any entry made without execution of such release is deemed to be made without CN's consent.
- 3 - CN will deliver, **on its lines**, the locomotives for the nominal sum of US\$3.50/mile per locomotive, subject to CN 7401 fuel surcharge, to the closest interchange point specified by the buyer. A minimum charge of US\$1,000 will apply to any move. All other arrangements and charges (including but not limited to, preparation for safe travel, repairs, inspections, permits, shipping, switching and other charges) incurred to take possession of the locomotives will be the responsibility of the buyer.
- 4 - **Full payment must be received by CN prior to shipping of Locomotive(s), and at the latest 5 bank days after award.**
- 5 - Actual delivery date will be dictated by CN's operational requirements and may take place 30 days or more after the award date.
- 6 - Full payment must be made by wire transfer no later than 5 bank days from the Award. Banking information will be supplied to the successful bidder(s).
- 7 - Buyer acknowledge and consent, as a condition of sale, that the sale proceeds, plus any applicable taxes, will be paid in full as per date specified above.

INQUIRIES

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Terms and Conditions

- 1 - **Locomotives ("units") are sold "As is, Where is" and may be Wrecked, damaged, and or missing components. CN makes no representation of any kind, legal or otherwise, either expressed or implied as to suitability, adequacy, operation, use, performance or safety, and CN make no warranty on merchantability or fitness of the locomotives for any particular purpose, it is being agreed that such risks are borne by the buyer.**
- 2 - In no event shall CN be liable to any buyer for any special, indirect or consequential damages including, without limitation, damages for lost profits, loss of data or costs of procurement of substitute goods or services, arising in any way out of any sale of equipment shown on this document under any cause of action, whether or not CN has been advised of the possibility of such damages.
- 3 - All correspondences in this posting which describes the condition of the units are estimations only. CN will not be liable should there be variances between estimated quantities, estimated and actual conditions, and description of the units.
- 4 - CN makes no representation as to the accuracy or completeness of data sheets; this is why we recommend that you inspect the units prior to submitting your bid.
- 5 - It is the responsibility of the prospective buyer to inspect any equipment that is for sale before any offer is submitted. Prospective buyer who submits an offer, without having inspected the equipment, do so at their own risk. No replacement or exchange will be offered.

- 6 - Note that CN may, at its option, remove the following Items: cab supplies, radio, IDU unit, Microwave Oven, AC Inverter/ Transformer, TIBS Equipment, Event Recorder, and Fuel at any time prior to delivery.
- 7 - Any concerns relative to the condition of the equipment, and or missing or damaged component (if applicable) are to be reflected in the bidder's "As is" offered price, including note 6 above, for the equipment.
- 8 - Prospective buyers are responsible for their inspection costs and transaction expenses, as well as any fees (agents, brokers, appraisers, etc.) which they might incur.
- 9 - All applicable taxes, levies, bank charges and other imposts of any nature whatsoever shall be paid by the buyer.
- 10 - **Preparation for safe travel is the responsibility of the buyer.** The buyer or his contractor will be given outdoor access to the CN site for this purpose. The buyer's personnel who will work on CN's property must conform with all CN's policies and guidelines, including insurance requirements (click on "CN Guidelines"), governing access to the CN's Workplace. Such personnel must successfully complete the CN internet course, accessed at www.contractororientation.com and clicking on CN, prior to being allowed on CN's property. Persons who violate these policies or guidelines will be immediately expelled from CN's property or, if applicable, prosecuted under law.
- 11- The buyer must complete the preparation for safe travel of the locomotive within 60 days of the award. All labour and material required to make the locomotive safe to travel is the responsibility of the buyer. The locomotive(s) must pass CN's inspection prior to being allowed to travel.
- 12 - In the event that a buyer is unable to complete preparatory work within 60 days of award, storage charges of US\$50/day/loco will be assessed against the buyer.
- 13 - Transportation costs, on CN lines, are extra at US\$3.50/mile/loco and are the responsibility of the buyer. Buyer is responsible for all arrangements and charges with other carriers.
- 14- All transportation, customs, and brokerage fees / charges from site to final destination will be for the account of the successful buyer(s), if applicable.
- 15- CN reserves the right to pursue legal actions on any party who reneges on their offer.
- 16- The buyer hereby releases and agrees to indemnify and hold harmless the railway from and against all loss, injury, damages, compensation charges, costs and expenses whatsoever which the railway may suffer or incur, whether in respect of injury to the public, employees of the railway, the buyer, or any Contractor or subcontractor or of damages to property of the railway, the contractor or any others, in respect of infringement of any rights, privileges or easement by reason of or attributable to this compensation, charges, costs and expenses by reason of the negligence of the railway, its agents, servants and employees.
- 17- This agreement will be governed by and interpreted in accordance with the laws of the province of Quebec and the applicable laws of Canada. Venue and jurisdiction to hear any suits or proceedings brought in connection with this agreement shall be in the province of Quebec.

Locomotives locations and details as following

Note: Sale will be made on "first come, first serve" basis to the highest negotiated offer

The list will be updated once a month. Bidders should check the availability of the units prior to making an offer.

UNIT	Model	Year Built/ Rebuilt	HP	Location	Remarks
ANY4006	GP9	1982	1800	WCT	
CN4122	GP9	1989	1800	WCT	
CN4124	GP9	1989	1800	WCT	
CN7001	GP9	1985	1800	Toronto - Mac	
CN7070	GP9	1992	1800	Montreal	
GTW4621	GP9	1989	1800	WCT	
GTW4634	GP9	1989	1800	WCT	
BCOL604	RS18	1992	1800	WCT	
BCOL617	RS18	1995	1800	WCT	
BCOL629	RS18	1995	1800	WCT	
BCOL630	RS18	1995	1800	WCT	
NBEC1813	RS18	1983-1989	1800	Campbellton	
NBEC1814	RS18	1983-1989	1800	WCT	
NBEC1816	RS18	1983-1989	1800	WCT	
NBEC1818	RS18	1983-1989	1800	WCT	
NBEC1840	RS18	1983-1989	1800	WCT	
NBEC1845	RS18	1983-1989	1800	Campbellton	
NBEC1851	RS18	1983-1989	1800	Campbellton	
NBEC1854	RS18	1983-1989	1800	WCT	
NBEC1856	RS18	1983-1989	1800	Campbellton	
NBEC1857	RS18	1983-1989	1800	Campbellton	
NBEC1864	RS18	1983-1989	1800	WCT	
NBEC1866	RS18	1983-1989	1800	WCT	
OCRR1815	RS18	1983-1989	1800	WCT	
OCRR1824	RS18	1983-1989	1800	WCT	
OCRR1828	RS18	1983-1989	1800	WCT	
OCRR1846	RS18	1983-1989	1800	WCT	
OCRR1865	RS18	1983-1989	1800	WCT	
NBEC4210	C424	1983-1989	2000	WCT	
NBEC4214	C424	1983-1989	2000	WCT	
SFEX4202	C424	1983-1989	2000	WCT	
SFEX4203	C424	1983-1989	2000	WCT	
SFEX4204	C424	1983-1989	2000	WCT	
CFMG6906	SD 40	1970/1999	3000	MOVING TO WCT	
NBEC6901	SD 40	1970/1999	3000	AMP MTL MOVING TO WCT	
DMIR 308	SD9	1971	1750	PROCTOR MN	
BLE858	SD18	1962	1800	Greenville, PA	
BLE859	SD18	1962	1800	Greenville, PA	
CN5257	SD40-2	1978	3000	Winnipeg / Syminton	
CN5259	SD40-2	1978	3000	MEM	
CN5271	SD40-2	1978	3000	Toronto	
CN5290	SD40-2	1978	3000	SYM	
CN5294	SD40-2	1978	3000	WCT	

CN5307	SD40-2	1978	3000	EDM	
CN5360	SD40-2	1978	3000	WCT	
CN5380	SD40-2	1978	3000	WCT	
BCOL743	SD40-2	1982	3000	EDM	
BCOL746	SD40-2	1982	3000	WCT	
BCOL747	SD40-2	1982	3000	WCT	
BCOL751	SD40-2	1982	3000	WCT	
BCOL750	SD40-2	1982	3000	WCT	
BCOL752	SD40-2	1982	3000	WCT	
BCOL759	SD40-2	1982	3000	WCT	
BCOL762	SD40-2	1982	3000	TCONA MOVING TO WCT	
BCOL763	SD40-2	1982	3000	WCT	
BCOL764	SD40-2	1982	3000	WCT	
BCOL765	SD40-2	1982	3000	WCT	
BCOL766	SD40-2	1982	3000	WCT	
GTW5935	SD40-2	1975	3000	Toronto / Mac	
IC6000	SD40-2R	1967	3000	WCT	
IC6001	SD40-2R	1967	3000	Centralia	
IC6002	SD40-2R	1967	3000	WCT	
IC6003	SD40-2R	1967	3000	WCT	
IC6005	SD40-2R	1967	3000	Centralia	
IC6009	SD40-2R	1969	3000	WCT	
IC6010	SD40-2R	1969	3000	Centralia	
IC6014	SD40-2R	1969	3000	WCT	
IC6034	SD40-2R	1966	3000	WCT	
IC6051	SD40-2R	1966	3000	Centralia	
IC6052	SD40-2R	1966	3000	Centralia	
IC6057	SD40-2R	1966	3000	WCT	
IC6060	SD40-2R	1966	3000	Centralia	
IC6065	SD40-2R	1966	3000	Edmonton / Walker	
IC6067	SD40-2R	1966	3000	Memphis	
IC6070	SD40-2R	1966	3000	WCT	
IC6071	SD40-2R	1966	3000	Centralia	
WC 6006	SD40-2	1973	3000	Centralia	
DMIR410	SD40-3	1972	3000	WCT	
DMIR411	SD40-3	1972	3000	MEM	
DMIR412	SD40-3	1972	3000	WCT	
DMIR413	SD40-3	1972	3000	MEM	
DMIR417	SD40-3	1972	3000	MEM	
CN5400	SD50	1985	3600	WCT	
CN5401	SD50	1985	3600	WCT	
CN5402	SD50	1985	3600	WCT	
CN5403	SD50	1985	3600	WCT	
CN5405	SD50	1985	3600	WCT	
CN5406	SD50	1985	3600	WCT	
CN5407	SD50	1985	3600	WCT	
CN5409	SD50	1985	3600	WCT	
CN5410	SD50	1985	3600	WCT	
CN5411	SD50	1985	3600	WCT	
CN5412	SD50	1985	3600	WCT	
CN5414	SD50	1985	3600	WCT	
CN5415	SD50	1985	3600	WCT	
CN5416	SD50	1985	3600	WCT	
CN5417	SD50	1985	3600	WCT	
CN5419	SD50	1985	3600	WCT	
CN5423	SD50	1985	3600	WCT	
CN5424	SD50	1985	3600	WCT	

CN5425	SD50	1985	3600	WCT	
CN5426	SD50	1985	3600	WCT	
CN5427	SD50	1985	3600	WCT	
CN5428	SD50	1985	3600	WCT	
CN5429	SD50	1985	3600	WCT	
CN5430	SD50	1985	3600	WCT	
CN5431	SD50	1985	3600	WCT	
CN5432	SD50	1985	3600	WCT	
CN5433	SD50	1985	3600	WCT	
CN5434	SD50	1985	3600	WCT	
CN5435	SD50	1985	3600	WCT	
CN5436	SD50	1985	3600	WCT	
CN5437	SD50	1985	3600	WCT	
CN5440	SD50	1987	3600	WCT	
CN5441	SD50	1987	3600	WCT	
CN5443	SD50	1987	3600	WCT	
CN5444	SD50	1987	3600	WCT	
CN5445	SD50	1987	3600	WCT	
CN5449	SD50	1987	3600	WCT	
CN5450	SD50	1987	3600	WCT	
CN5452	SD50	1987	3600	WCT	
CN5453	SD50	1987	3600	EDM	
CN5455	SD50	1987	3600	WCT	
CN5457	SD50	1987	3600	WCT	
CN5458	SD50	1987	3600	WCT	
CN5459	SD50	1987	3600	WCT	
DMIR200	SD38AC	1971	2000	WCT	
DMIR207	SD38AC	1971	2000	WCT	
DMIR210	SD38AC	1971	2000	Centralia	
DMIR213	SD38AC	1971	2000	Centralia	
DMIR214	SD38AC	1971	2000	WCT	
DMIR223	SD38AC	1971	2000	WCT	
SAR3604	DASH7	1978	3600	WCT	
WC3025	GP40	1970	3000	WCT	
CN1413	GMD1	1989	1800	SYM MOVING TO WCT	
CN1441	GMD1	1989	1800	SYM MOVING TO WCT	
EJE 650				WCT	

Notes:

WCT: CN Woodcrest Diesel Shops, Homewood, IL, USA
 MEM: CN Memphis Diesel Shops, Memphis, USA
 SYM: CN Symington Diesel Shops, MB, Canada
 EDM: CN Walker Yard, Edmonton, AB, Canada