



April 9, 2019

Council Meeting of April 16, 2019  
Subject: Construction and Maintenance  
Agreement – Michigan Shore Railroad  
sidewalk at Pontaluna Road and  
Mount Garfield Road

The Honorable Mayor  
And  
Members of the City Council

Ladies and Gentlemen:

As part of the 2019 City Sidewalk Project there are two proposed sidewalk grade crossings across the Michigan Shore Railroad tracks. One is located on Pontaluna Road and the other on Mount Garfield Road.

An agreement between the City and the Michigan Shore Railroad is required for the construction and maintenance of such crossings along with the necessary insurance coverage. This project is included in the FY2019 budget and will be paid from Tax Increment Financing Authority (TIFA) Fund.

Adoption of the attached resolution will allow the City to enter into an agreement with the Michigan Shore Railroad.

Respectfully submitted,

Mark C. Meyers  
City Administrator

JRM/sr  
Attachment

|   |                                      |                                     |                                     |                                    |                                   |
|---|--------------------------------------|-------------------------------------|-------------------------------------|------------------------------------|-----------------------------------|
| Administration/City Clerk<br>(231) 798-4391 | Assessing Division<br>(231) 799-6806 | Building Division<br>(231) 799-6801 | Finance/Treasurer<br>(231) 799-6805 | Fire Prevention<br>(231) 799-6809  | Fire Department<br>(231) 798-2255 |
| Parks/Recreation<br>(231) 799-6802          | Planning/Zoning<br>(231) 799-6800    | Police Department<br>(231) 733-2691 | Public Works<br>(231) 799-6803      | Streets Division<br>(231) 798-2156 | Water/Sewer<br>(231) 799-6804     |

RESOLUTION

WHEREAS, an agreement is required for the construction and maintenance of two sidewalk grade crossings over existing Michigan Shores Railroad tracks as part of the 2019 City Sidewalk Project, and

WHEREAS, the authorization is required for the City to enter into such an agreement,

NOW, THEREFORE, BE IT RESOLVED that the City enters into an agreement with Michigan Shore Railroad for the construction and maintenance of railroad grade crossings at Pontaluna Road and Mount Garfield Road and acquires the necessary insurance as part of the 2019 City Sidewalk Project.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 16th day of April, 2019, the foregoing resolution was moved for adoption by Council member. The motion was supported by Council member.

Ayes:

Nays:

Abstain:

Resolution declared adopted/denied.

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Shelly Stibitz, City Clerk



## Internal Memo

April 9, 2019

**TO:** Gerald Bartoszek, Director of Public Works

**FROM:** Jim Murphy, City Engineer 

**SUBJECT:** Construction and Maintenance Agreement with Michigan Shore Railroad for installation of sidewalks within Railroad Right-of-Way – 2019 City Sidewalk Project

As you are aware, part of the 2019 City Sidewalk Project includes the installation of two sidewalk grade crossings across the Michigan Shore Railroad tracks at Pontaluna Road and at Mount Garfield Road.

In order to install a sidewalk within the Railroad Right-of-Way, a Construction and Maintenance Agreement must be entered into between the two parties prior to the work being done. Attached is a draft copy of the agreement. In addition, the City will have to carry the necessary insurances for the sidewalk. This agreement would be similar to that which the West Michigan Water Authority currently has with Michigan Shore Railroad for the regional water transmission main at Lincoln Street.

I would appreciate it if this matter was presented to City Council at their April 16<sup>th</sup> meeting with the intent to gain their consent to enter this agreement with the railroad.

The project is included in the FY-2019 budget and will be paid from the TIFA Funds. The work is scheduled to be completed this summer/fall.

JRM

**MICHIGAN SHORE RAILROAD  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

RR MILEPOSTS 48.40 and 49.45, Michigan Shore Railroad  
CITY OF Norton Shores, COUNTY OF Muskegon, STATE OF Michigan

**THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement")** made this day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the **City of Norton Shores**, hereinafter called "**Agency**", and **Michigan Shore Railroad**, a division of Mid-Michigan Railroad, Inc., hereinafter called "**Railway**":

WITNESSETH:

**WHEREAS**, in the interest of pedestrian traffic, the **Agency** proposes to install at-grade pedestrian crossings parallel to Pontaluna Road at **Railway's** Milepost 48.80 , DOT# 235672G, and Mt. Garfield Road at **Railway's** Milepost 49.45 , DOT# 235674GV (Michigan Shores Railroad) (hereafter called "**Project**"), each located in the City of Norton Shores, Michigan; and

**WHEREAS**, **Railway** is willing to coordinate and cooperate with the **Agency** to permit construction of the **Project** upon the terms and conditions herein stated and not otherwise; and

**WHEREAS**, the **Agency** is willing to undertake 100% of the expense associated with installation and traffic detour for the **Project**; and

**WHEREAS**, track related construction of said **Project** shall be completed by the **Railway** or its contractor; and

**WHEREAS**, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size, and location of the **Project**; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

**I. Performance of Work**

The **Agency** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **AGENCY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Roadway Construction

Take all necessary, reasonable steps - including funding - for the construction of the adjacent street roadbed, including but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, utilities, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

2. Pedestrian Crossing Surface  
Take all necessary, reasonable steps - including funding - for the associated crossing improvements.
3. Maintenance of Roadway Traffic  
Bear responsibility for all roadway traffic detours, maintenance of roadway traffic, and all other roadway modifications, permanent or temporary, necessary for the **Project**.
4. Schedule & Notification  
Provide **Project** construction schedule and notify **Railway** ninety days (90) days prior to the date **Railway** is to coordinate track related construction.

**B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE RAILWAY AT AGENCY EXPENSE**

1. Construction Engineering and Engineering Inspection  
Perform engineering services including submittal reviews, project coordination, and construction inspection, including field and office work and preparation of invoices for the **Project**.
2. Flagging  
The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its contractor, as deemed necessary by the **Railway**.
3. Railroad Construction  
The **Railway** will be responsible for constructing all railroad elements of the **Project** and will cooperate with **Agency** for maintenance of roadway traffic

**C. COSTS AND PAYMENTS.**

The **Agency** hereby agrees to pay the **Railway** 100% of the cost of the work to be performed by **Railway** pursuant to Section I.B. The **Railway** will provide a final invoice ninety (90) days after the end of **Project** construction/installation, but no later than one (1) year after completion. The **Agency** will have up to sixty (60) days to pay **Project** invoices. The **Railway** may bill the **Agency** monthly or periodically for its force account when costs exceed \$1,000.

**II. Construction Plans and Specifications**

The **Agency** or its contractors shall perform its work in accordance with standard plans and specifications which shall be provided by the **Railway** for those sections that are applicable to **Railway's** right-of-way, facility, or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of a **notice to proceed given by the Railway**.

### III. Traffic Protection, Safety and Flagging

All work herein provided for to be done by the **Agency** or its contractors on the **Railway's** right-of-way shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way, such Agreement to be provided by **Railway** upon request. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for all actual costs related to flagging per *Section 1.B.2.* in this Agreement. The **Railway** may bill the **Agency** in accordance with Section 1.C. in this Agreement.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

### IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right-of-Entry Agreement and in Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; the **Agency** and its contractors, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

The **Agency** shall ensure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in *Exhibit C*, hereto attached, covering their work on **Railway's** property in connection with the **Project**.

**Agency** agrees that at no time shall it file or permit the filing of a lien or liens upon the property of **Railway** related to the **Project**. If, at any time, during the progress of the **Project**, at the time of acceptance of this Agreement or thereafter, any indebtedness due a subcontractor of **Agency** has become or may become a lien or liens upon said work, equipment or materials, **Agency** shall immediately, upon request from **Railway** pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond, or otherwise. In the case of its failure to do so, **Railway** may suspend the use of its property until such claim or indebtedness is paid or may apply such money toward the discharge thereof, or assert and enforce a claim against **Agency** for such claim or indebtedness, or declare this Agreement to be cancelled, take possession and control of the **Project** and complete the same or cause the same to be completed in accordance with the terms and conditions hereof.

### V. [RESERVED]

### VI. Funding and Signatory Warranty

**Agency** acknowledges that it has available all funds necessary to complete the **Project**, including the reimbursement of **Railway** for the estimated costs, as set forth in the initial estimate (Exhibit B).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

## VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX(B), if it occurs, or 12 months after either (i) the date construction commences within the **Railway's** Right-of-Way or (ii) completion of the construction of the Project, as determined by the **Railway** and subject to Section IX(C). Sections X and XI(B) shall survive termination of this Agreement..

Upon completion of the **Project**, **Agency**, at **Agency's** expense, will be responsible for the maintenance of the pedestrian crossing surface, including the sidewalks.

Upon completion of the **Project**, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the crossing, including the track structure (e.g., rail, ties, ballast and sub-ballast).

## VIII. Assignment

Neither party has the right to assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and permitted assigns.

## IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the Project.
- B. The **Agency** shall complete all construction within eighteen (18) months of the Effective Date ("Term"). If construction has not commenced within one (1) year after the Effective Date, this Agreement becomes null and void.
- C. If construction has commenced and is not complete within the Term, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review and determine if amendments to the terms of this Agreement, including Exhibit B, or supplemental agreements are required prior to the completion of construction.

## X. Indemnity

- A. As a material inducement for entering into this Agreement, and without which **Railway** would not enter into the same, **Agency** covenants and agrees that to the fullest extent permitted by law, **Agency** shall indemnify, defend, and hold **Railway** and its parent and affiliated companies (collectively, "Indemnitees") harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (excluding indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of **Indemnitees**, **Agency** or their respective contractors, representatives or agents), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of **Indemnitees**, **Agency** or its

Designees), caused by the performance of this Agreement by **Agency** or its contractors, representatives or agents performing any work or service on the **Agency's** behalf on or about **Railway's** right of way.

- B. Agency** shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the Property of **Railway** and shall indemnify, defend and hold **Indemnitees** harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the gross negligence of **Indemnitees**.
- C. IN NO EVENT SHALL EITHER PARTY OR ITS PARENT, AFFILIATE OR SUBSIDIARIES, IN THE CASE OF RAILWAY, BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

#### **XI. Cancellation of Project; Termination of Agreement: Remedies**

- A. If Agency** determines it is necessary to cancel the Project for any reason, **Agency** may terminate this Agreement by delivery of written notice to **Railway**. Upon **Railway's** receipt of such notice, **Railway** shall proceed to stop work.
- B. Agency** shall reimburse **Railway** for all reasonable costs and expenses incurred by **Railway** prior to the notice of termination and for reasonable costs and expenses incurred in stopping work and returning **Railway's** property to its original condition to **Railway's** reasonable satisfaction,

#### **XII. General Provisions**

**SOLE BENEFIT.** This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

**WAIVER.** Any waiver at any time by one Party of a breach hereof by the other Party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

**SEVERABILITY.** If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

**MERGER.** This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

**AMENDMENT.** No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

**HEADINGS.** The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

**CONSTRUCTION OF TERMS.** The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

**GOVERNING LAW.** This Agreement will be construed in accordance with the laws of the state in which the work is performed.

**COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

The following is a list of the attachments:

- Exhibit A – Pontaluna Road and Mt. Garfield Road Pedestrian Rail Crossings
- Exhibit B – Rail Services Cost Estimate
- Exhibit C – Insurance Requirements
- Attachment 1 – not applicable
- Attachment 2 – Roadway Worker Protection Training Policy
- Attachment 3 – Contractor Safety Rules

RE Contract: \_\_\_\_\_

RR Project #: TBD

DOT PID#: TBD

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

**WITNESS:**

**CITY OF NORTON SHORES**

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (print) / Title

**WITNESS:**

**MICHIGAN SHORE RAILROAD**, a division  
of Mid-Michigan Railroad, Inc.

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (print) / Title

RE Contract: \_\_\_\_\_

RR Project #: TBD

DOT PID#: TBD

***Exhibit A***  
**Project Print**

<RR To Insert Exhibit here>

RE Contract: \_\_\_\_\_

RR Project #: TBD

DOT PID#: TBD

***Exhibit B***  
**Rail Services Cost Estimate**

<RR To Insert Exhibit here>

### **Exhibit C**

#### **Insurance Requirements**

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the **Agency** and **Railway** covering work to be performed upon or adjacent to its property **Mile Post 45.60** quoted herein below for convenience:

TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENTION OF AGENCY AND RAILWAY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

Notwithstanding the foregoing, the parties agree that the following coverages are material requirements of this Agreement and such coverages shall not be limited by the Agency's inability to indemnify and hold harmless the Railway under Ohio state laws and regulations.

- (a) The Agency shall, at its own cost and expense, prior to entry onto the property of Railway (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:
- (i) The Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by the Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of no less than two million dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of no less than six million dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of Railway and its affiliates and shall name Railway and its affiliates as Additional Insured. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.
  - (ii) The Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway and its affiliates and shall name the Railway and

its affiliates as Additional Insured.

- (iii) The Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of no less than one million dollars (\$1,000,000) for bodily injury by accident, each accident; one million dollars (\$1,000,000) for bodily injury by disease, policy limit; one million dollars (\$1,000,000) for bodily injury by disease, each employee. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of the Railway and its affiliates.
- (iv) Prior to construction within 50' of the railroad tracks, the Agency shall purchase Railroad Protective Liability Insurance naming the Railway as the named insured with limits of two million dollars (\$2,000,000) each occurrence and six million dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railway.

(b) The following general insurance requirements shall apply:

- (i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.
- (ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by Railway and its affiliates.
- (iii) All insurance policies shall be endorsed to provide Railway within thirty (30) days prior written notice of cancellation, non-renewal or material changes.
- (iv) The Agency shall provide Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by agreement date and description and shall be furnished to Railway at the following address, or to such other address as the Railway may hereafter specify:

Michigan Shore Railroad, a division of Mid-Michigan Railroad, Inc.  
Attn: Christopher R. Frank  
4349 Easton Way, Suite 110  
Columbus, Ohio 43219

- (v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
  - a. The retroactive date shall be prior to the commencement of work.
  - b. The Agency shall maintain such policies on a continuous basis.
  - c. If there is a change in insurer or policies are cancelled or not renewed, the Agency shall purchase an extended reporting period of not less than three (3) years after the contract completion date.
  - d. Agency shall arrange for adequate time for reporting of any loss under this Agreement.

c. The Railway may require the Agency to purchase additional insurance if the Railway reasonable determine that the amount of insurance then being maintained by the Agency is insufficient in light of all relevant factors. If the Agency is required to purchase additional insurance, the Railway will notify the Agency. Failure of the Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

d. Furnishing of insurance by the Agency shall not limit the Agency's liability under this Agreement but shall be additional security therefore.

e. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the

RE Contract: \_\_\_\_\_

RR Project #: TBD

DOT PID#: TBD

termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

f. Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk

g. If contractors are utilized by Agency, Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Property under said contract is completed to the satisfaction of and accepted by Railway and thereafter until Agency has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Property.

RE Contract: \_\_\_\_\_

RR Project #: TBD

DOT PID#: TBD

## **Attachment 2**

### **Roadway Worker Protection Training Policy**

RE Contract: \_\_\_\_\_

RR Project #: TBD

DOT PID#: TBD

**Attachment 3**  
**Contractor Safety Rules**