

RESOLUTION NO. 1498

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION AND MAINTENANCE AGREEMENT OF NEW GRADE CROSSING WITH THE CENTRAL OREGON AND PACIFIC RAILROAD FOR THE TWINCREEKS CROSSING PROJECT

Recitals:

A. The City of Central Point is in the process of finalizing construction plans for the new Twin Creeks Rail Crossing which will add a new signal to the highway at Twin Creeks Crossing. The other part of the project was the construction of 1000 feet of continuous welded rail track with the Central Oregon and Pacific Railroad (CORP).

B. CORP is requiring a Construction and Maintenance Agreement to cover the costs to do the construction and a onetime payment for standard maintenance.

C. Approval of this agreement gives authorization for CORP to proceed forward with final design of continuous welded rail and obligates the City to pay for the cost of the construction and to make a one-time maintenance payment.

The City of Central Point resolves as follows:

Section 1. Allows the City Manager or his designee to sign the Construction and Maintenance Agreement of New Grade Crossing with the Central Oregon and Pacific Railroad.

Passed by the Council and signed by me in authentication of its passage this 20th day of April, 2017.


Mayor Hank Williams

ATTEST:


City Recorder

**CONSTRUCTION AND MAINTENANCE AGREEMENT
CONSTRUCTION OF NEW GRADE CROSSING**

MILEPOST **446.35**
CITY OF CENTRAL POINT, COUNTY OF JACKSON, STATE OF OREGON

THIS AGREEMENT made this _____ day of _____, 2017, by and between the **CITY OF CENTRAL POINT**, hereinafter called "**Roadway Authority**", and the **CENTRAL OREGON & PACIFIC RAILROAD, INC.**, a Delaware corporation, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, the Railway currently holds interest in real estate situated at or near Central Point, County of Jackson, State of Oregon, at Mile Post 446.35, Roseburg Subdivision, and RAILWAY has the right to possess and operate over the Premises, as such term is defined below; and

WHEREAS, in the interest of public safety and aiding motor vehicle and pedestrian traffic, **Roadway Authority** wishes to construct a new public crossing approximately 130 feet wide and extending Twin Creeks Crossing east of Twin Creeks Park, resulting in an at-grade crossing over **Railway's** land and tracks, specifically located at **Railway's Milepost 446.35, Roseburg Subdivision** (heretofore and hereinafter called "**Premises**"), with **DOT# 927297W, Railroad Project # 09CORP02R**, hereinafter called "**Project**"; located in the City of Central Point, County of Jackson, State of Oregon attached hereto and hereby made a part hereof as **Exhibit "A"** is a Project Print showing the type, size and location of the new at-grade crossing structure; and

WHEREAS, The Oregon Department of Transportation issued rail crossing Order Number 50837 authorizing the construction of the new crossings, and subsequently issued Errata Order Number 50851 specifying the installation of approximately 3,268 track feet of continuously welded rail on the crossings approaches and amended order Number _____fto be inserted before signing and after issuance of pending order] modifying the crossing design, which includes the Project and will result in improvements on the Premises as described herein (hereinafter called "**Structure**"); and

WHEREAS, the **Roadway Authority** is willing to undertake the entire cost and expense of construction of the Structure with City funds available for this purpose and the **Railway** is willing to consent to and assist with the work related to the implementation of the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Roadway Authority** has acquired an easement from Railway for the proposed **Structure** through agreement # CORP080625, and

WHEREAS, said **Structure** shall be constructed in accordance with plans and designs, which shall be subject to the mutual approval of **Railway** and **Roadway Authority**, and

WHEREAS, the **Railway** and **Roadway Authority** hereto desire to contract with reference to the work to be done by each of those in connection therewith, the manner of the work to be performed, and the payment of costs and expense therein involved.

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

Upon receipt of payment from **Roadway Authority** described in the subsequent sentence and provided **Roadway Authority** is in compliance with the terms and conditions of this Agreement, **Railway** agrees to

grant to **Roadway Authority**, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of **Railway's** right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit "A" attached to this Agreement. **Roadway Authority** has paid **Railway** the sum of One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000) as compensation for the Easement.

I. Performance of Work

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

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

1. **Project Plans & Specifications and Construction**
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the **Structure**. **Roadway Authority** shall obtain written approval of Project Plans & Specifications prior to construction of the **Structure**.
2. **Roadway Construction**
As directed in Order Number 50837, Section 3 c, bear responsibility for the construction of the new highway roadbed outside of the **Railway** ties and the new roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.
3. **Subgrade Utility Construction**
Bear responsibility for (i) ensuring that each utility line is installed in accordance with a written agreement with **Railway** and (ii) the construction of the new utility lines under the track for **Roadway Authority** use to be installed as part of this **Project**. All Subgrade Utility Crossings under tracks will be installed in accordance with **Railway** requirements and specifications.
4. **Maintenance of Traffic**
Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete crossing surface and warning device installations as needed.
5. **Schedule & Notification**
Provide project construction schedule and notify **Railway** sixty (60) days prior to date **Railway** is to perform work and/or provide flagging services.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE RAILWAY AT ROADWAY AUTHORITY EXPENSE

1. **Engineering and Bill Preparation**
The **Railway**, at the **Roadway Authority's** expense shall perform preliminary and special engineering, review, and inspection, including field and office work and preparation of bills.
2. **Construction**
SIGNAL WORK
The **Railway**, at the **Roadway Authority's** expense per Errata Order Number 50851, Section 4(b), will install 4 new gates with LED flashers per the **Roadway Authority's** construction plans previously provided to the **Railway** and in accordance the attached drawings No R-07, dated January 2017 (or the latest revision) attached as **Exhibit "A"**, and approximately 3,268 track feet of continuous welded rail on the track approaches, with projected cost estimates for construction described in **Exhibit "B"**.

CROSSING SURFACE/ RESURFACE WORK

The **Railway**, at the **Roadway Authority's** expense, will install 138.125 feet of new concrete crossing surface at the crossing site in accordance with ODOT Order No. 50837, Section 4(a) and the attached drawing No. R-07, dated January 2017 (or the latest revision) attached as **Exhibit "A"** with projected costs estimates for construction described in **Exhibit "B"**.

The estimate provided in **Exhibit "B"** is not intended to be a guarantee of construction costs and actual construction cost may differ based upon variables encountered at and during construction.

For the **Project**, the work will commence following the release of a Notice to Proceed from the **Roadway Authority**.

3. Flagging

Perform flagging and furnish requested services and devices during construction operations of the **Roadway Authority** or its contractor, as deemed necessary by the **Railway**. **Any flagging cost or protective services performed by the Railway or its contractor shall be at the Roadway Authority's expense.**

II. Construction Plans and Specifications

The **Roadway Authority** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Roadway Authority** or its contractors and submitted to **Railway Manager of Public Projects** for approval of those sections that are within or adjacent to **Railway's** right-of-way, affecting facility or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of notices to proceed given by the **Railway Manager of Public Projects** and authorized representative to the **Roadway Authority** engineer or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection and Safety

All work herein provided for, to be done by the **Roadway Authority** or its contractors on the **Railway's** right-of-way, shall be performed by the **Roadway Authority** or its contractors in a manner satisfactory to the **Railway** and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Roadway Authority** 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. The **Roadway Authority** shall reimburse the **Railway** for all actual costs thereof, including, without limitation, both direct and indirect labor additives. The **Railway** will submit bills for flagging and other protective services and devices currently during the progress of the work contemplated by this Agreement. The **Railway** shall have one hundred twenty (120) days to submit complete billing for flagging and other protective services and devices, and the **Roadway Authority** shall pay such bills within thirty (30) days of it receipt of billing. 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. The **Roadway Authority's** foregoing obligations in this Provision to require its contractors on the **Railway's** right-of-way to first sign a "Right-of-Entry Agreement" shall survive the term of this Agreement to apply to any entry, including but not limited for purposes of inspection, repair, replacement or removal.

IV. Compensation

For and in consideration of the sum of **Five Thousand and No/100ths Dollars (\$5,000.00)** such sum to be paid by the **Roadway Authority** to the **Railway** upon the execution and delivery of this Agreement,

the terms and conditions of this Agreement, which are and subject to the terms and conditions of the Lease.

V. 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 **Exhibit "C"** attached hereto and by this reference incorporated herein; and **Roadway Authority**, 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.

The **Roadway Authority** 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 covering this **Project**.

If the **Roadway Authority** contracts any work on or adjacent to **Railway's** tracks or property, the **Roadway Authority** will require such contractor(s), to the extent allowed by law, to agree in writing to the extent not limited by the Oregon Tort Claims Act (ORS 30.269): "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 CONTRACTOR.

IN NO EVENT UNDER THIS AGREEMENT WILL RAILWAY HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "RAILWAY" AS USED IN THIS ARTICLE V SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF RAILWAY, AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

The **Roadway Authority's** foregoing obligations in this Provision to require its contractors, to the extent allowed by law and to the extent limited by Oregon tort claims act, to indemnify **Railway** shall survive the term of this Agreement.

VI. Compliance with Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VII. Signatory Warranty

Each signatory to this agreement certifies that he has the authority to enter into this agreement on behalf of his respective organization.

VIII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the 12 months from the date construction commences within the

Railway's Right-of-Way or completion of the construction of the **Project** as determined by the **Railway**. The **Roadway Authority's** obligations in the following paragraphs of this Provision and the indemnities in **Exhibit "C"** shall survive the term of this Agreement.

Upon completion of the crossing, the **Roadway Authority**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Upon completion of the crossing, the **Railway**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the railroad signal system, crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area. This maintenance expense will be accomplished by a one-time lump sum payment of \$10,000 as part of this Agreement.

In addition, the **Roadway Authority**, at the **Roadway Authority's** expense, will be responsible for the complete future repair or replacement of said crossing surface and warning devices. This includes all crossing surface repair and replacement costs required due to Acts of God, normal wear and tear, and damage from accidents where third party accountability cannot be determined, and any other cause not attributable to the **Railway**.

IX. Assignment

Neither party has the right to assign this Agreement without the 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 assigns.

X. Termination

In the event that the **Railway** abandons the tracks at this crossing through a formal process before the agency or court having jurisdiction for such abandonment proceedings and receives approval from such agency or court, all Maintenance Fees as contained in "Section VIII Term, Ownership and Maintenance Responsibilities", will terminate at the next Agreement anniversary date. No compensation or refunds will be provided to the **Roadway Authority** by the **Railway** for mid-year Agreement terminations.

XI. Construction

The **Roadway Authority** shall complete all construction within one (1) year of the execution date of this agreement. If construction has not commenced within one (1) year, this agreement becomes null and void. If construction has commenced and is not complete, the **Roadway Authority** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this agreement or supplemental agreements are required prior to the completion of construction.

XII. Buy America

Railway acknowledges that this Agreement is for a federal-aid project and **Railway** shall comply with the Buy America provisions set forth in U.S.C. Section 313 and 23 CFR 635.410, in the procurement and use of steel and iron produced in the United States, subject to the conditions therein set forth.

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

WITNESS:

**CITY OF CENTRAL POINT
ROADWAY AUTHORITY**

**By:
City Administrator**

**APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT**

**By:
Public Works Director**

APPROVED AS TO FORM:

**By:
City Clerk**

Insurance:

COUNTERSIGNED:

**By:
Finance Director**

WITNESS:

**CENTRAL OREGON & PACIFIC RAILROAD,
INC., a Delaware corporation**

Authorized Representative Signature

Authorized Representative Name (print) / Title

Exhibit "A"
RR PROJECT # 09CORP02R
At-Grade Crossing Construction
MP 445.56
CENTRAL POINT, OREGON
Print date: 01/22/17

RE Contract:
RR Project#: 09CORP02R
XORAIL#: VEM13-34320

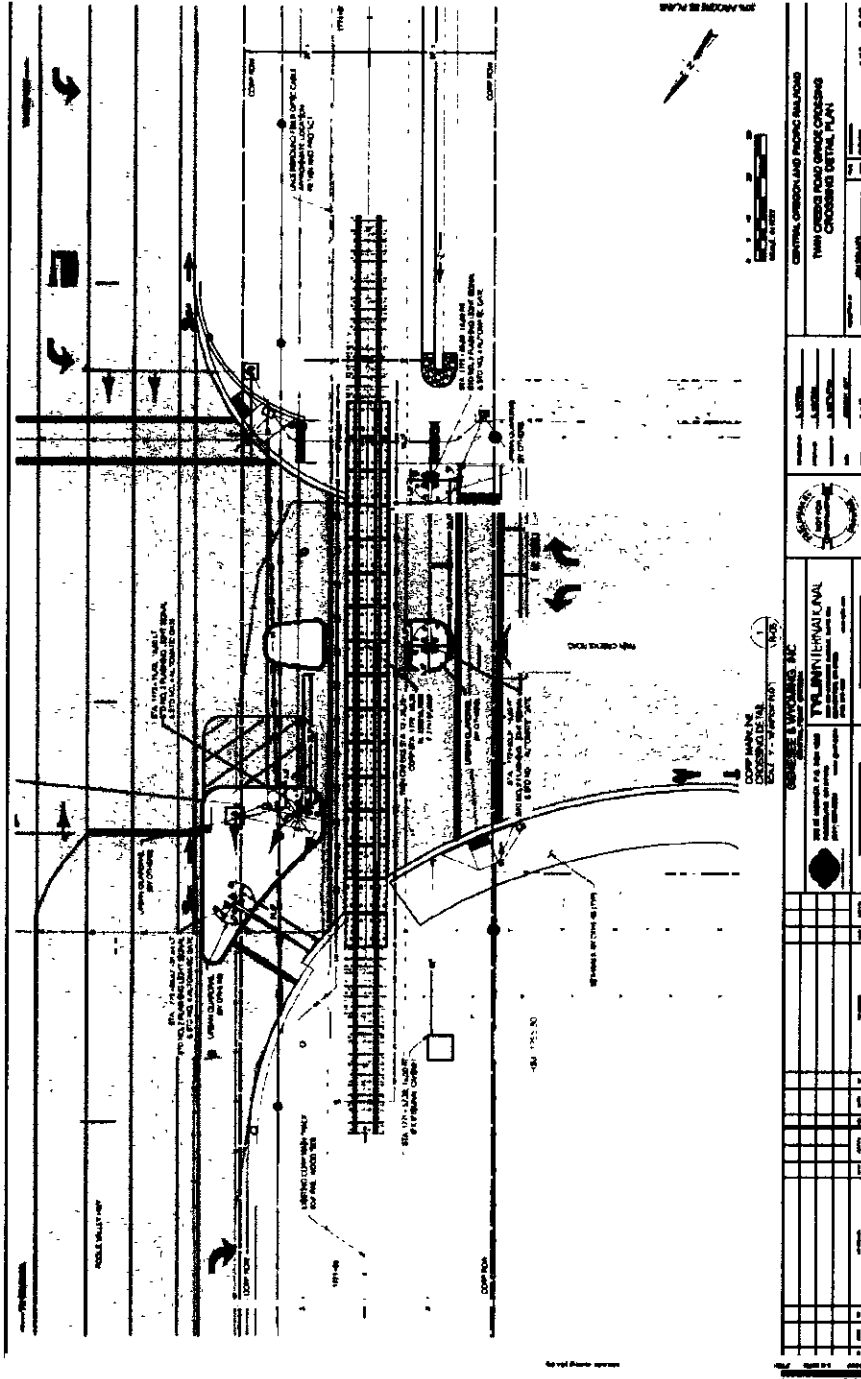


Exhibit "B"
RR PROJECT # 09CORP02R
 Preliminary Cost Estimate for Total
 Railroad costs of Construction of
 PROJECT to Roadway Authority



a Corvallis & Springfield Company
 Estimate No. 927297W - 09/1/16

CENTRAL OREGON AND PACIFIC RAILROAD (CORP)
 CENTRAL POINT, (JACKSON, OREGON - TWIN CREEKS)

DOB: 927297W
 RR SP: 449.00

(PACIFIC) Region
 OSU/VSU Subdivision

RAILROAD S: 09CORP02R
 XORAIL S: VEM13-34320

Summary

CROSSING WARNERS SYSTEM (Includes all design, regulation, labor, material, shop work, and installation)	\$46,871.00
CROSSING SURFACED/SURFACE (Includes all design, regulation, labor, material, and installation)	\$96,728.00
TRACK GRADE AND REINFORCEMENT (Includes all design, regulation, labor, material, shop work, and installation for main and approaches)	\$66,226.00
PRELIMINARY ENGINEERING (Phase 1) (Includes all design, regulation, labor, material, shop work, and installation for main and approaches)	\$17,200.00 (one paid)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all engineering, Agency Liaison, and Project Management)	\$6,610.00 (one paid)
AGREEMENTS & APPROVALS (Phase 3) (Includes CONTRACT Labor for all engineering, Agency Liaison, and Project Management)	\$40,421.00
CROSSING CONTROL CIRCUIT DESIGN (Phase 1) (Includes all design, regulation, labor, material, shop work, and installation for main and approaches)	\$10,000.00 (one paid)
CIVIL / STRUCTURAL ENGINEERING (Phase 1) (Includes Costs Per Services Provided by TV LR)	\$20,000.00 (one paid)
CONSTRUCTION ENGINEERING INSPECTION (CEI) (Estimated Construction Engineering Inspection cost based on 4 days @ \$7500 per day)	\$4,000.00
UTILITY CROSSING (1 year utility crossings @ \$4000 per crossing, includes application, engineering review, and right of way)	\$0.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 to valid for 90 days, over 90 days, additional fees of \$750 per 30 days are required.)	\$0.00
FLAGGING SERVICES (Estimated Flagging services cost based on 30 days @ \$7000 per day)	\$21,000.00
AC POWER SERVICE (Includes all power, regulation, labor, material, shop work, and installation)	\$4,000.00
OTHER (C&S Proceeding fee)	\$4,000.00
TOTAL ESTIMATE COST	\$4,340,000.00 (USD)

DATE: 09/1/16

RESPONSIBLE PARTY:

NAME: BRISQWAL
 Number: 541-435-4895
 Contact: TOM BRISQWAL

NOTE: This Estimate has been prepared based on the conditions, anticipated work duration periods, material prices, labor rates, response, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. From the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

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 named insured and **CENTRAL OREGON & PACIFIC RAILROAD**, covering work to be performed upon or adjacent to its property Mile Post 445.56, quoted herein below for convenience:

TO THE EXTENT NOT LIMITED BY THE OREGON TORT CLAIMS ACT (ORS 30.269), , ROADWAY AUTHORITY OR, IN THE EVENT ITS CONTRACTOR IS THE ENTITY PERFORMING SERVICES ON THE PREMISES, ITS CONTRACTOR 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 ROADWAY AUTHORITY OR ITS CONTRACTOR, AS THE CASE MAY BE.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, ROADWAY AUTHORITY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THE FOREGOIN 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 ROADWAY AUTHORITY, 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. IT IS ACKNOWLEDGED BY RAILWAY, THAT THE ROADWAY AUTHORITY IS SELF INSURED.

The policy or policies shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. The policy must contain a waiver of subrogation in favor of the **Railway** and the **Roadway Authority's** insurance coverage is primary.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: CENTRAL OREGON & PACIFIC RAILROAD (PSAP); Attn.: Property Management Dept., 333 SE Mosher, PO Box 1083, Roseburg, OR 97470 AND Genesee & Wyoming, Attn: Larry Romaine, 13901 Sutton Park Drive South, Suite 345C, Jacksonville, FL 32224

The policy as outlined herein shall name Railway and as an additional insured.

The policy as outlined herein shall name Railway and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required herein shall name Genesee & Wyoming, Inc. and all their affiliated properties, including **CENTRAL OREGON & PACIFIC RAILROAD**. as insured's.

Railway requires that each Insurance Carrier providing coverage must be an Admitted Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

Prior to the performance of any work upon or adjacent to Railway's property under this Agreement:

- (a) **ROADWAY AUTHORITY shall furnish Railway, at ROADWAY AUTHORITY expense, a certified copy of a public liability and property damage liability insurance policy issued in the name of ROADWAY AUTHORITY covering the contractual liability assumed by ROADWAY AUTHORITY. The form, substance, and limits of said insurance policy shall be subject to the approval of Railway and shall be in compliance with the provisions contained herein. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.**
- (b) **ROADWAY AUTHORITY shall furnish Railway, at ROADWAY AUTHORITY expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.**
- (c) **ROADWAY AUTHORITY shall furnish a policy of Railway Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined herein. WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES GENESSE & WYOMING INC. AND ALL THEIR AFFILIATED PROPERTIES, INCLUDING CENTRAL OREGON & PACIFIC RAILROAD, AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILWAY. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.**

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