

Mayor
Lois Wynne
Mayor Pro Tem
Jeff Chedester
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Public Works/
Planning Department**

711 W. Cinnamon Drive
Lemoore, CA 93245
Phone (559) 924-6744
Fax (559) 924-6708

Staff Report

ITEM NO. 4-1

To: Lemoore City Council
From: Lauren Apone, Administrative Analyst 
Date: December 29, 2014 **Meeting Date:** January 6, 2015
Subject: San Joaquin Valley Railroad Construction and Maintenance Agreement
– 19½ Avenue Crossing

Discussion:

The Grove apartment project on 19½ Avenue requires expanded access for pedestrians across the railroad tracks. City staff has secured funding through a Congestion, Mitigation, and Air Quality (CMAQ) grant to construct a sidewalk along the west side of 19½ Avenue from Bush to Cinnamon. In order to cross the railroad tracks with this sidewalk, the San Joaquin Valley Railroad requires a Construction and Maintenance Agreement.

Making improvements within the railroad's right of way often triggers mandatory upgrades to the existing warning devices. This project, in addition to adding 8 feet of additional concrete crossing surface, will install track circuitry, 2 new LED light assemblies for the flasher units, and new track wires. The City will be responsible for the cost of these upgrades. The City Attorney has reviewed the attached Construction and Maintenance Agreement.

Budget Impact:

The Cost of construction and engineering of the expanded railroad crossing included in this contract will be \$164,533. CMAQ funding and the local match provided by The Grove apartments will cover the construction expenses with no out of pocket cost to the City. There will be a maintenance charge of \$520 annually paid by the City to San Joaquin Valley Railroad to maintain the upgraded crossing. The City will collect this money from The Grove annually.

Recommendation:

It is recommended that Council approve the Construction and Maintenance Agreement with the San Joaquin Valley Railroad for the expanded crossing at 19½ Avenue and authorize the City Manager to sign the agreement.

**SAN JOAQUIN VALLEY RAILROAD
CONSTRUCTION AND MAINTENANCE AGREEMENT
CONSTRUCTION OF IMPROVED GRADE CROSSING**

MILEPOST 262.10
CITY OF LEMOORE, COUNTY OF KINGS, STATE OF CALIFORNIA

THIS AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF LEMOORE**, hereinafter called "**Roadway Authority**", and the **SAN JOAQUIN VALLEY RAILROAD CO.**, a California corporation, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, the **Railway** currently holds an interest in real property situated at or near the City of Lemoore, County of Kings, State of California, at Railroad Mile Post 262.10, Hanford Subdivision, and **Railway** has the right to possess and operate over that real property pursuant to a lease agreement with the Union Pacific Railroad Company ("Lease"); and

WHEREAS, in the interest of public safety and aiding pedestrian traffic, **Roadway Authority** wishes to widen and modify an existing public crossing by adding a pedestrian crossing on the west side of Avenue 19 ½ and other improvements resulting in it crossing **Railway's** tracks with greater width, specifically referred to as **RAILWAY's Milepost 262.10, Hanford Subdivision, with DOT#750796T, Railroad Project # 13SJVR13R**, hereinafter called "**Project**"; located in the City of Lemoore, County of Kings, State of California. Attached hereto and hereby made a part hereof as **Exhibit "A"** is a Project Print showing the type, size and location of the improved at-grade crossing structure; and

WHEREAS, the **Roadway Authority** is willing to undertake the entire cost and expense of construction of the Project 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 obtained an easement from Union Pacific Railroad for the additional property required to widen the roadway through the crossing, and

WHEREAS, said **Project** 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:

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 Project. **Roadway Authority** shall obtain written approval from **Railway** of Project Plans & Specifications prior to construction of the Project.
2. Roadway Construction
Bear responsibility for the construction of the pedestrian pathway and other improvements outside of the **Railway** ties and the roadway up to the edge of the railroad crossing surface to include, but not be limited to, construction of all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Work will involve widening Avenue 19½ by adding an 8' pedestrian pathway on the west side of the roadway through the crossing. Install applicable signs as required, install applicable barricades as required, install applicable AC dikes as required.
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 to be installed as part of this project for **Roadway Authority** use. 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 warning device installations, in addition to doing the same for the adjacent street.
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
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, will install track circuitry, 2 new LED lights assemblies for the flasher units, and new track wires to replace those on the culvert which is proposed for demolition and related crossing safety equipment to accommodate the **Roadway Authority's** construction plans previously provided to the **Railway** and in accordance the attached drawings No. 750796T.DGN, dated June 24, 2014 (or the latest revision) attached as **Exhibit "A"** with projected cost estimates for construction described in **Exhibit "B"**.

CROSSING SURFACE/ RESURFACE WORK

The **Railway**, at the **Roadway Authority's** expense, will install 8.125 feet of new concrete crossing surface at the crossing site in accordance the attached drawing No. 750796T.DGN, dated June 24, 2014 (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.

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, 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 insure 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: "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.

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. Concrete walkway structure is subject to conditions specified in separate concrete pathway agreement.

Upon completion of the crossing, the **Railway**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the additional crossing surface, trackbed and rail components, installed as part of the project.

Upon completion of the crossing, the **Railway**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the crossing warning devices, equipment and all associated components of the **Railway** warning system.

The **Roadway Authority** shall pay unto **Railway** annually the annual cost of maintenance of said crossing surface. The annual cost of maintenance of the crossing surface, and all associated components is \$520.00. The **Roadway Authority** will be responsible and pay unto **Railway** annually, this annual maintenance cost. The foregoing amount is an estimate based on the current charges and may be increased by the **Railway** commensurate with the actual increase in costs.

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. 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 LEMOORE

By: _____,

City Manager

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

By: _____

Public Works Director

APPROVED AS TO FORM:

By: _____

City Clerk

Insurance: _____

COUNTERSIGNED:

By: _____

TBD

Finance Director

WITNESS:

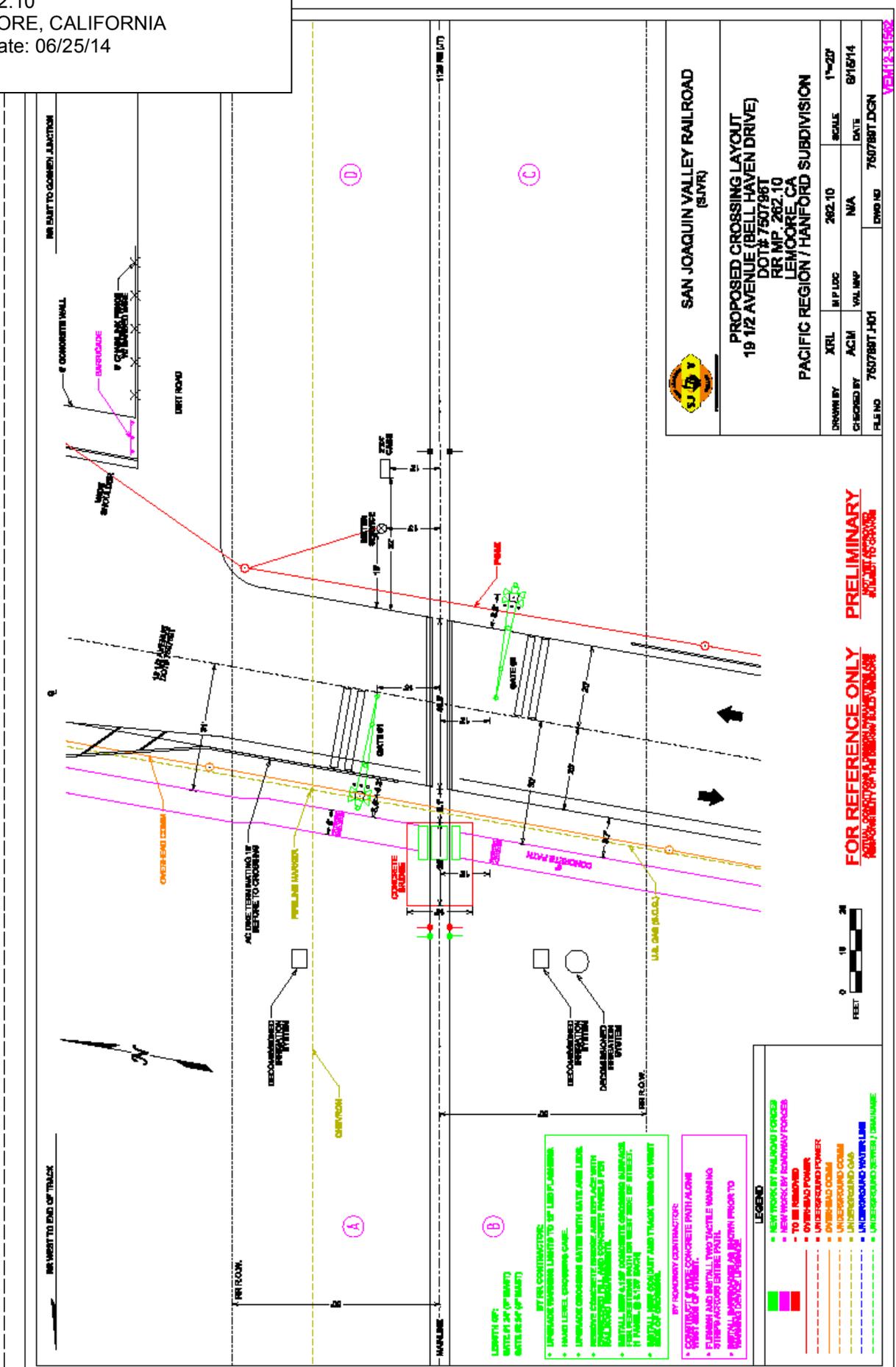
**SAN JOAQUIN VALLEY RAILROAD CO., a
California corporation**

Authorized Representative Signature

Authorized Representative Name (print) / Title

Exhibit "A"
 RR PROJECT # 13SJVR08R
 At-Grade Crossing Construction
 MP 262.10
 LEMOORE, CALIFORNIA
 Print date: 06/25/14

RE Contract:
 RR Project#: 13SJVR13R
 XORAIL#: VEM12-31562



SAN JOAQUIN VALLEY RAILROAD
 (SJVR)

PROPOSED CROSSING LAYOUT
 19 1/2 AVENUE (BELL HAVEN DRIVE)
 DOT# 750796T
 RR MP. 262.10
 LEMOORE, CA
 PACIFIC REGION / HANFORD SUBDIVISION

DRAWN BY	XRL	MP LOC	262.10	SCALE	1"=20'
CHECKED BY	ACM	VAL MP	N/A	DATE	6/18/14
FILE NO	750796T-H01	DWG NO	750796T.DGN	VEM12-31562	

FOR REFERENCE ONLY
 PRELIMINARY
 NOT A SUBSTITUTE FOR THE FINAL PROJECT RECORDS

- LEGEND**
- NEW WORKS BY RAILROAD FORCES
 - TO BE REMOVED
 - OVERHEAD POWER
 - OVERHEAD COILS
 - UNDERGROUND COILS
 - UNDERGROUND GAS
 - UNDERGROUND WATER LINES
 - UNDERGROUND WATER LINES

BY RAILROAD CONTRACTOR:
 CONCRETE PIERS
 GATEWAY
 OVERHEAD COILS
 OVERHEAD POWER

BY RAILROAD CONTRACTOR:
 UNDERGROUND COILS
 UNDERGROUND GAS
 UNDERGROUND WATER LINES

BY RAILROAD CONTRACTOR:
 UNDERGROUND COILS
 UNDERGROUND GAS
 UNDERGROUND WATER LINES

Exhibit "B"
RR PROJECT # 13SJVR08R
 Preliminary Cost Estimate for Total
 Railroad costs of Construction of
 PROJECT to Roadway Authority

RE Contract: _____
 RR Project#: 13SJVR13R
 XORAIL#: VEM12-31562



Genesee & Wyoming Company

Estimate No.: 750796T - 06/15/14

SAN JOAQUIN VALLEY RAILROAD (SJVR)

LEMOORE, (KINGS), CA - 19 1/2 AVENUE

DOT#: 750796T
 RR MP: 262.1

PACIFIC REGION Region
 HANFORD Subdivision

RAILROAD #: 13SJVR13R
 XORAIL#: VEM12-31562

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	\$39,421.33
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	\$53,872.00
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$14,240.00 (deposit)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$4,428.00 (deposit)
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$13,472.00
CIRCUIT DESIGN	\$6,100.00 (deposit)
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 4 days @ \$1500 per day)	\$6,000.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)	\$1,500.00
BRIDGE DEMOLITION	\$15,000.00
FLAGGING SERVICES (Estimated Flagging Services cost based on 10 days @ \$1050 per day)	\$10,500.00
TOTAL ESTIMATE COST	\$164,533.33 (USD)

DATE: 06/15/14

RESPONSIBLE PARTY:

Name: David Waschin
 Number: TBD
 Contact: 559-924-6735

NOTE: This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, 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. If any extended time elapses 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 **SAN JOAQUIN VALLEY RAILROAD CO.**, covering work to be performed upon or adjacent to its property Mile Post 113.24, quoted herein below for convenience:

IF ALLOWED BY LAW, ROADWAY AUTHORITY 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 ACKNOWLEDGED BY RAILWAY, THAT THE ROADWAY AUTHORITY IS SELF INSURED.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, 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.

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 railroad and the Cities 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: SAN JOAQUIN VALLEY RAILROAD (SJVR); Attn.: Property Management Dept., 221 N. "F" Street, P.O. Box 937, Exeter, CA 93221 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 **SAN JOAQUIN VALLEY RAILROAD CO.** and all of its affiliated companies, including Genesee & Wyoming, Inc., as insureds.

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 SAN JOAQUIN VALLEY RAILROAD CO. AND ALL ITS AFFILIATED COMPANIES, INCLUDING GENESSE & WYOMING, INC., AS THE INSUREDS 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.