IN THE MATTER OF THE RESURFACING OF
BLUE ASH ROAD, AND ACTIVE WARNING
DEVICE IMPROVEMENTS AT THE MATSON
AVENUE AND GALBRAITH ROAD GRADE
CROSSINGS ALONG THE TRACKS OPERATED
BY THE INDIANA & OHIO RAILWAY COMPANY
IN THE CITY OF DEER PARK, HAMILTON COUNTY, OHIO.

AGREEMENT NO.: 30331
PID: 98769

AGREEMENT

THIS AGREEMENT, made this 25th day of October, 2018 between the **State of Ohio**, acting by and through the Director of Transportation of the State of Ohio, as First Party, hereinafter referred to as the STATE; the **City of Deer Park**, as Second Party, hereinafter referred to as the CITY, and the **Indiana & Ohio Railway Company** as the Third Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, the STATE and CITY propose to resurface approximately 1900 linear feet of Blue Ash Road on the west side of the COMPANY's Blue Ash Subdivision track from just south of Duneden Avenue to just north of Galbraith Avenue in the City of Deer Park in Hamilton County, Ohio, and

WHEREAS, said construction also includes safety upgrades and pre-emption modifications to the Matson Avenue grade crossing active warning devices (AARDOT #525276S, Milepost 46.4) and the Galbraith Road grade crossing active warning devices (AARDOT #525274D Milepost 46.1) at the points hereinbefore mentioned, and

WHEREAS, said resurfacing, and new curb and sidewalk work, and the necessary safety upgrades and pre-emption modifications to active warning devices thereto are hereinafter referred to as the PROJECT; and

WHEREAS, no existing COMPANY grade crossing will be eliminated as a result of the proposed construction; and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered; and

WHEREAS, the Director of Transportation of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated; and

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio have become effective, providing funds for the construction costs of projects such as is contemplated herein; and

WHEREAS, the CITY has by Ordinance No. 2015-3 passed on February 9, 2015 given its consent to the improvement herein contemplated, has proposed to bear certain costs of the improvement and has agreed to maintain certain portions of the improvement, and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the construction of the PROJECT adjacent to and over the tracks of the COMPANY at the points hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively, and the proportion of costs and expenses to be paid by each of said parties, and the mode and time of payment therefore.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1

The plans of the STATE for the said improvement are identified by title as follows:

"State of Ohio, Department of Transportation, HAM-CR251-0.64, Blue Ash Road, City of Deer Park, Hamilton County"

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2

The work to be done under this agreement and shown on the plans, which are attached hereto and incorporated herein as if fully rewritten, and are described under SECTION 1 of this agreement, consists of the resurfacing of approximately 1900 linear feet of Blue Ash Road on the west side of the COMPANY's Blue Ash Subdivision track from just south of Duneden Avenue to just north of Galbraith Avenue; pedestrian crossing removal/replacement at Duneden Avenue; and safety upgrades and pre-emption modifications to the Matson Avenue and Galbraith Avenue active grade crossing warning devices adjacent to the track of the COMPANY and the necessary approaches thereto.

The resurfacing of the roadway and the necessary new sidewalk and curb work are as shown in the plans, and includes the settlement of claims for property needed, purchased, appropriated or damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

SECTION 3

Responsibility for the several necessary items of work shall be as follows:

a. The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:

    1. Resurfacing of approximately 1900 linear feet of Blue Ash Road from just south of Duneden Avenue to just north of Galbraith Avenue; including removal/replacement of the pedestrian crossing at Duneden Avenue.

2. Installation of new concrete sidewalks and curbing on Matson Avenue & Galbraith Road up to the east side of the COMPANY'S existing grade crossing surface at both crossings.

3. Installation of pull-boxes and conduits for installation of pre-emption circuits and controls to vehicular traffic signals, that will then be wired from the pull-box into the COMPANY's signal control cabinets as needed by COMPANY personnel at the Matson Avenue & Galbraith Road at-grade crossings.

b. The following items shall be done or caused to be done by the COMPANY with its own forces or by force account, at PROJECT expense, subject to the provisions of this agreement.

1. Provision of flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary in connection with the work performed.

2. Removal and replacement of active warning devices at the Matson Avenue at-grade crossing to provide adequate clearances for new sidewalks and curbing to be installed, including installation of new circuitry and wiring for at-grade crossing protection and pre-emption with vehicular traffic control signals (to be wired into new pull-boxes installed by the PROJECT)

3. Installation of new circuitry, wiring and lighting for at-grade crossing protection pre-emption with vehicular traffic control signals at the Galbraith Road at-grade crossing (to be wired into new pull-boxes installed by the PROJECT)

4. Removal and replacement of the existing asphalt pedestrian crossing over the COMPANY track at Duneden Avenue.

SECTION 4

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Federal Highway Administration as then in effect.

SECTION 5

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Transportation in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE will require its contractor to use COMPANY protective personnel to protect railroad traffic made necessary or occasioned by its' operations, as well as all other terms and conditions as set forth in the "Special Clauses in the Proposal" which will be included in the STATE's contractual Bid Proposal and are included in this agreement by reference.

The COMPANY agrees to furnish the STATE's contractor at PROJECT expense, and the STATE shall require its contractor to use, all applicable and reasonable protective personnel, services and devices, other than engineering personnel, as in the opinion of the COMPANY that are required to promote the safety and insure continuity of railroad traffic during the contractor's operations.

The COMPANY agrees to bill the STATE as a part of its regular force account work the actual cost for such protective services and devices, including the actual rate of pay, plus the amount paid for overtime, insurance, railroad retirement, vacation allowance, holidays, health and welfare, transportation, deadhead and turn around time, accounting and billing.

The STATE agrees to reimburse the COMPANY for said protective services and devices as a part of its regular force account work as set forth in this agreement.

SECTION 6

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities.

All engineering and related inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the STATE may be charged against the PROJECT under the terms of Preliminary Engineering Agreement previously executed between the CITY and the COMPANY.

SECTION 7

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE and the CITY, and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal-Aid Project, and the STATE shall reimburse the COMPANY for construction costs, construction engineering costs, and flagging, watchman and other protective services in accordance with 23 CFR 140 or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal-Aid highway funds. The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, the STATE may serve formal notice of cancellation upon the CITY and the COMPANY and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void.

The STATE shall reimburse the COMPANY for all post-design, construction costs and applicable expenses incurred by it at the request of the STATE, on account of the PROJECT prior to such cancellation, and shall restore the COMPANY's property to the condition existing prior to the initiation of the PROJECT construction.

SECTION 8

The COMPANY may invoice the state no more than monthly for its force account costs when costs exceed $1,000. Progressive invoices may be submitted for work done during the previous month or period showing the portion of estimated cost completed. A final invoice covering actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all invoices that have been approved within sixty (60) days after receipt thereof. The STATE may hold a retainer on all invoices not to exceed eight percent (8%) until final

payment. Final payment for all amounts due the COMPANY shall be paid by the STATE within sixty (60) days after the final audit has been made and approved.

SECTION 9

The CITY, shall acquire or settle any property, property rights and damages to property affected by the PROJECT. The cost of said property, property rights and damages to property shall be included as a part of the PROJECT expense.

The COMPANY, insofar as it has the legal right so to do, shall permit the STATE, the CITY and/or its contractor to enter upon lands owned or operated by the COMPANY to construct and occupy said highway facilities across its property with sufficient width to permit construction and maintenance of the PROJECT, contingent upon the contractor executing the COMPANY's Right-of-Entry Agreement and complies with all obligations set forth therein.

The CITY shall furnish the plans and descriptions for the Project, along with a description of any property that is needed to be acquired for permanent or temporary easements (if needed). It is understood however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate the COMPANY to convey any interest in its land.

In case any action involving said improvement is brought by or against any party hereto, said party shall promptly notify the other parties of the pendency of such action.

SECTION 10

Each party hereto waives, but only against the others, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE and the CITY, and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Railroad Protective Liability Insurance from an insurance company authorized to do business in the State of Ohio, to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, such policy of insurance

Required insurance provisions are more specifically set forth in the "Special Clauses in the Proposal" which will be included in the STATE's contractual Bid Proposal and are included in this agreement by reference.

SECTION 11

The work provided for in this agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which the COMPANY has been notified by the STATE to proceed or (3) the date on which all funds necessary therefore on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

All obligations of the STATE provided for in this agreement which require the expenditure of funds by the STATE shall terminate at the end of the present biennium, being June 30, 2019. If construction covered under said agreement is not complete by June 30, 2019, it is the expressed intention of the parties to automatically renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2019 and ending no later than June 30, 2021; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the STATE determining future appropriations will permit the STATE to renew said obligations.

All financial obligations of the STATE as provided for in this agreement are subject to the provisions of Section 126.07 of the Ohio Revised Code.

SECTION 12

Upon completion of the PROJECT herein contemplated the CITY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the roadway and all other highway surfaces, approach grades, sidewalks, curbs and all other roadway facilities constructed or changed under the terms of this agreement. The COMPANY will permit access onto its property to perform said maintenance, contingent upon the CITY's contractor executing the COMPANY's Right-of-Entry Agreement and complies with all obligations set forth therein.

The COMPANY will not be vested with any rights of ownership of the highway, and will not have a duty to maintain the highway or adjoining facilities, and will not, if the highway ceases to be a part of the highway system, have a duty to remove the facility from the COMPANY-owned railroad right of way.

Upon completion of the PROJECT herein contemplated the COMPANY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the modifications and/or upgrades to the existing active warning devices and/or circuitry at the Matson Avenue and Galbraith Road at-grade crossing, as well as the existing asphalt pedestrian crossing over the COMPANY's track at Duneden Avenue.

SECTION 13

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the STATE, CITY and COMPANY and the successors and assigns of the COMPANY.

SECTION 14

The Federal Highway Administration's Federal-Aid Policy Guide 646(B) classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance. The COMPANY's contribution shall be zero dollars.

SECTION 15

The COMPANY agrees to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code (ORC). Contractor affirms that, as applicable to it, no party listed in division (i) or (j) of section 3517.13 of the ORC or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the governor or to his campaign committees.

SECTION 16

The COMPANY agrees to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code. O.R.C. Section 102.04(A) prohibits a state official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding application, or other matter before any state agency. O.R.C. Section 102.04(B) prohibits state officials and employees from selling goods or services to state agencies, except by competitive bidding.

It is understood by the parties that non-elected state officials and employees may qualify for an exemption under Section 102.04(D), if (1) the agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and, (2) prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business.

The statement must include a declaration that the non-elected state official or employee disqualifies himself for a period of two years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.

It is expressly understood and agreed to by the parties that a failure by the COMPANY to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the STATE, a breach of material condition of this agreement and the STATE may, if it so elects, void this agreement.

SECTION 17

The COMPANY, as a part of the consideration hereof, does hereby agree that, although the COMPANY will not be involved in the design or construction of the PROJECT, the COMPANY shall not act or omit to act in any manner that (1) causes any person on the ground of race, color, national origin, sex, disability, low-income status, or limited English proficiency, to be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the PROJECT, (2) with respect to the construction of the PROJECT, and the furnishing of services related to the PROJECT, causes any person on the ground of race, color, national origin, sex, disability, low-income status, or limited English proficiency, to be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of, the PROJECT, and (3) causes the PROJECT to fail to be in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in triplicate as of the day and year first above written.

THE STATE OF OHIO

By DJO
Jerry Wray
Director of Transportation

THE CITY OF DEER PARK

By
Print Name William A. Jeffers
Title Safety Service Director

THE INDIANA & OHIO RAILWAY COMPANY

By
Print Name Martin Pohlod
Title President

HAMILTON COUNTY
HAM-CR251-0.64; PID 98769
INDIANA & OHIO RAILWAY COMPANY
Blue Ash Subdivision MP 46.4 & MP 46.1

SPECIAL CLAUSES IN THE PROPOSAL

The bidder, if awarded the contract for this improvement agrees:

1. To cooperate at all times with the local officials of the Railroad.

2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the Railroad.

3. To conduct its work in a manner satisfactory to the Chief Engineer of the **Indiana & Ohio Railway Company**, hereinafter referred to as 'Railroad'; or his authorized representative, to perform its work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold its work open to inspection of Railroad inspectors.

4. To cooperate with any public utility, Railroad or other organizations having occasion to do work on or in connection with the improvement.

5. To avoid unnecessary use of Railroad property without written permission of the Railroad company and to leave Railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railroad.

6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio and further to carry insurance of the following kinds and amounts:

    1) Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, 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 CONTRACTOR under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not 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 the Railroad and shall name the Railroad as Additional Insured. An Umbrella 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.

2) Bidder shall furnish evidence to the highway department that it has, with respect to the operations it or any of its sub-contractors perform, Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not 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 policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.

3) Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, provide evidence of Commercial Automobile Insurance for all owned, non-owned or hired vehicles with a combined singe limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. If hauling hazardous materials, such Policy is to be endorsed with the MCS – 90 endorsement as well as CA 9948 Pollution Liability – Broadened Pollution for Covered Autos.

4) Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, provide evidence of Pollution Legal Liability Insurance with minimum limits of Three Million Dollars ($3,000,000) per occurrence covering all operations of Bidder. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.

5) Insurance requirements of the Railroad are outlined in the attached 'Genesee & Wyoming Railroad Services Contractors Access / Occupancy on Railroad Property' form/application at the end of these Special Clauses in the Proposal. Should a conflict be found between the insurance provisions noted herein and what is indicated in the Railroad's information, the more stringent requirements will apply.

6) Contractor must submit its original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Donna Killingsworth, MBA
Real Estate Manager
Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Dr., S. Suite 160
Jacksonville, FL. 32224
Phone: 904-900-6286
email: jwappseast@gwrr.com

a) **Railroad Protective Liability Insurance.**

Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, it has provided for and in behalf of the Indiana & Ohio Railway Company, Railroad Protective Liability Insurance in the amount of $5,000,000 per occurrence and subject to that limit per occurrence, an aggregate limit in the amount of $10,000,000 for each annual period.

The above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended.

The corporate name and address of the "Named Insured" as listed on the policy shall be as follows:

Indiana & Ohio Railway Company
c/o Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Dr., S. Suite 160
Jacksonville, FL. 32224

Common Policy Conditions form
Any other endorsement/form not specifically authorized above.

The number of trains operating through the improvement is estimated to be:

_0_ Passenger trains per day @ _____ miles per hour.

_2_ Freight trains per day @ _10_ miles per hour.

(b) General Insurance Requirements

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be taken out before execution of the Contract by the Director and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State. Such policies shall include thirty (30) days canceling notice. The cost of insurance hereinbefore specified in subsection (a) will be a specific bid item.

7. To indemnify, defend, and hold Indiana & Ohio Railway Company and its affiliates (collectively, "Railroad") harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of Railroad, the State or the Contractor), 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 Railroad, the State or the Contractor, and environmental damages and any related remediation brought or recovered against Railroad), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, or contractors in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about Railroad's property.

   The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above.

8. The Railroad company shall assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract.
Said services and devices shall be provided when necessary, as determined by the Railroad, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating. The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

   Such protection shall be required when workers or equipment are working within clearance limits of 25 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits. Temporary minimum construction clearances of 22'-0" vertically from the top of rail and 14'-0" from centerline of track horizontally will be permitted by the Railroad.

   The Contractor will not be permitted to operate any of his own equipment on Railroad tracks except under an acceptable arrangement with the Railroad. Such equipment and the operation of such equipment, or equipment rented from the Railroad, shall be arranged for by the Contractor with the Railroad and the cost for its use, including protection of Railroad traffic, shall be borne by the Contractor.

   The Contractor shall notify the following named individual for the railroad company at least 30 days, or as directed by the authorized representative of the Railroad, in advance of starting any work which might require protection:

   Mr. Christopher Frank
   AVP Region Engineering, Midwest Region
   Railroads
   4349 Easton Way, Suite 110
   Columbus, OH 43219
   Phone: 614-479-1683
   Email: cfrank@gwrr.com

The Contractor shall notify the Railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger, and must provide the Project Name, PID number, railroad line and milepost information and/or AARDOT# as shown at the top of pg. SC-1.

Railroad protective personnel assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first working day that protective services begin and on the last day that he performs such services. This will be required for each separate period that such services are provided. The Engineer will document such notification in the project diary.

The Contractor will be responsible for protective services provided at his request and not utilized due, in the opinion of the Engineer, to a change in the Contractor's construction schedule or if it is determined by the Engineer that the requested services were not necessary. The actual costs for such protective services so assessed to the Contractor will be deducted from the Contract.

The decision of the Director of Transportation shall be final in the event of controversy as to the necessity for any protection services provided and not utilized by the Contractor as described in the preceding paragraph.

9. To pay the railroad or owning company for any changes, requested for his convenience, to Railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.

10. If at any time the contractor desires a temporary crossing of the Railroad's tracks, he shall make a request for a temporary crossing from the Railroad. If approved, he shall arrange with the Railroad, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.

11. Methods and procedures for performing work on property of **Indiana & Ohio Railway Company** must be approved by:

Mr. Scott Sandoval
AVP - Engineering, Midwest Region Railroads
4349 Easton Way, Suite 110
Columbus, OH 43219
Phone: 614-479-1683
Email: scott.sandoval@gwrr.com

with a copy to:

Mr. Christopher Frank
AVP Region Engineering, Midwest Region Railroads
4349 Easton Way, Suite 110
Columbus, OH 43219
Phone: 614-479-1683
Email: cfrank@gwrr.com

12. Contractor will comply with the attached Genesee & Wyoming Inc. Contractor Safety Rules.

13. Except for resurfacing Projects, the Contractor is required to complete and submit the attached G&W Contractors AccesslOccupancy on Railroad Property Application (at the end of the following G&W 'Safety Rules' section). Contractor is to allow 6-8 weeks from the time the application is submitted until the signed application is received back approved by G&W. No fee is required to be submitted by the Contractor.

12. Contractor is required to complete the G&W 'Flagging Request Form' (following the G&W Contractors AccesslOccupancy on Railroad Property Application) and fill in their company name, contact information, and start dates/times, and email to:

Mr. Christopher Frank
AVP Region Engineering, Midwest Region Railroads
4349 Easton Way, Suite 110
Columbus, OH 43219
Phone: 614-479-1683
Email: cfrank@gwrr.com

End of Special Clauses

Genesee & Wyoming Inc.

CONTRACTOR SAFETY RULES

Issued to all North American Subsidiaries of Genesee & Wyoming Inc.

Effective April 1, 2002
Revised December 31, 2006

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.

2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.

    - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.

3. Ensures that each contractor employee follows the railroad's safety rules and procedures.

4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.

5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.

6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)

7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.

8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. *Personal Protective Equipment:*

a. Safety Footwear:

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.

- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.

- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:

- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.

- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.

- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.

ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.

iv. Exceptions:

(a.) High-visibility workwear is not required when you are in these locations:

- Lunchroom;
- Locker room;
- Inside vehicles;
- Inside railway passenger cars;
- Inside locomotive cabs; or
- Offices.

(b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.

(c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

a. Keep clear of suspended loads.

b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

a. Do not modify tools.

b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.

c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

a. Employees should never carry objects on their shoulders when they are near moving trains.

b. Employees should not cross in front of moving trains or equipment.

c. Placement of Material Near Tracks.

- Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
- When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.

b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.

c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.

- When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
- Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

a. Trains must be fully protected against any known condition that may interfere with their safe passage.

b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.

c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.

b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.

c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.

b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.

b. Do not perform work that will interfere with the safe passage of trains.

c. Inspect all passing trains to detect a dangerous condition.

d. Cross tracks at least 50 feet from standing locomotives or cars.

e. Do not cross between cars standing less than 50 ft. apart.

f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

a. Ensuring that employees comply with all applicable rules.

Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.

b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.

c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:

Responsibilities:

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

a. Give your full attention to watching for trains and warning employees.

b. Do not perform any other duties, even momentarily.

c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.

d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations. Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.

b. If you cannot clear all tracks;

- Clear the track on which the train is approaching and the adjacent tracks.
- Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.

c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
   - With a private lock on switches that will accommodate them.
   - Properly secured switch point clamp.
   - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.

b. Do not get on or off moving equipment.

c. When working near or observing equipment:

1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
    - Operating procedures.
    - Location of employees working around equipment.
    - Operator blind spots.
    - Signal to warn that equipment will move.
2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

a. **Communicate with employees in the vicinity of the equipment and cover;**

- Normal operating procedures including operator's blind spots.
- Test the brakes immediately after starting.
- Do not allow anyone to distract you or interfere with your duties.
- Constantly look out for obstructions or unsafe conditions in the direction you are moving.
- If you cannot see ahead or behind, designate another employee to keep a lookout for you.

Genesee & Wyoming Railroad Services, Inc.

Real Estate Department, 13901 Sutton Park Dr., S, Suite 160, Jacksonville, FL 32224

Contractors Access / Occupancy on Railroad Property

☐ **Check box if Contractor unknown at this time** *(this form will need to be completed with contractor information and submitted prior to any work once bid process is complete)*

Incomplete or Inaccurate Information will delay application request

Section 1 - Applicant Data

Complete Name of Contractor to appear on Legal Document: _____

Applicant Mailing Address: _____

_____

Applicant Overnight Address: _____

_____

Type of Entity ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Individual

☐ Municipality ☐ Developer ☐ Other*

If Other please describe _____

State of Incorporation or Partnership _____

Contact during Application Process:

Name_____

Contact Telephone _____ email _____

Emergency Contact (in case of Derailment or fallen wire/pole etc) _____ **Emergency Telephone Number**_____

Section 2 - Location Data

Railroad Name: **Indiana & Ohio Railway Company** Estimated Start Date: _____

Specify the amount of time access Is needed _____ Reason for extension of time beyond 60 days_____

Nearest City: **Deer Park** County: **Hamilton** State: **Ohio**

Latitude / Longitude (Required in Digital Format) (ex 12.3456789l-64.101112): _____

Address of Proposed Worksite_____

Railroad Subdivision : Blue Ash **US AARDOT #** 525274D & 525276S

Section 3 - Existing Agreement Data

Is there an Existing Agreement at this Location which will be affected by this Request?

Yes ☐ No ☐ If YES, List Agreement Number(s): _____

Will facility be exclusively used by Applicant? Yes ☐ No - ☒ Public Road

If YES, List Name of Lessee:_____

Describe the complete scope of work around Railroad property (REQUIRED):

_____

_____

_____

Section 4 - Department of Transportation (D.O.T.)

Is this installation associated with a Department of Transportation project? ☒ Yes ☐ No

If Yes, complete the following:

D.O.T Contract Number _____ **D.O.T. Project ID Number:** 98769 **D.O.T. Project Name:** HAM-CR251-0.64

D.O.T. Contact Name: Richard Behrendt **email** richard.behrendt@dot.ohio.gov

Address: 1980 West Broad Street **City:** Columbus **State:** Ohio **Zip Code:** 43223

Some important items to note when completing the application:

Checklist prior to submittal:

☐ Latitude & longitudinal information converted to digital decimal format with an aerial map of location

☐ ~~Payment of fees included – check payable to specific railroad~~ **Not applicable to ODOT**

☐ ~~If paying fees by credit card a completed signed credit card release is included – only Visa, MasterCard or Discover can be accepted – US Roads only~~ **Not applicable to ODOT**

☐ ~~Applications can be emailed with a copy of the check in order to start the approval process. Only the check for the doc prep fees needs to be mailed or overnighted when the complete application packet is emailed. Include a copy of the application to make sure payment is matched to the correct project.~~ **Not applicable to ODOT**

When returning the signed agreement and proof of insurance for final review and execution please allow 3-4 weeks prior to start of work. Once all required ~~fees are paid and~~ documentation is in place the agreement must go through an approval process before it can be finalized.

Section 5 – Insurance Requirements – US Roads

Insurance Requirements prior to any construction project – Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance. Prior to construction the Contractor is required to provide current proof of Railroad Protective Liability Insurance.

Certificate of Commercial General Liability Insurance which names the ***Specific Railroad*** **its Parent Company and Affiliates** as additional insured and must meet the limits of $2M per occurrence and $6M aggregate.
Please note below outlining amended/additional insurance requirements for environmental requests.

If using **Excess Liability or Umbrella Liability coverage**, to meet the minimum requirements, it must also name the ***specific Railroad*** **its Parent Company and Affiliates** as additional insured

Commercial Automobile Insurance naming the *specific Railroad* its Parent Company and Affiliates as additional insured with a limit of no less than $1M bodily injury and property damage per occurrence.

The General Liability certificate is also required to **show proof of CG2417 or its equivalent – Contractual Liability Railroads** (removes any exclusion for work within 50' of the CGL Policy. If the CGL policy does not have this exclusion please note this information on the certificate of insurance under the description of operations section.

Where applicable & permitted by law evidence of **Workers Compensation and Liability Insurance** carried by the Utility Owner/Contractor in limits no less than $1M. This coverage must include a waiver of subrogation in favor of **the specific Railroad its Parent Company and Affiliates.**

Where applicable & permitted by law a waiver of subrogation much be shown in favor of **the specific Railroad its Parent Company and Affiliates** for the *Commercial General Liability, Automobile Liability, Umbrella Liability and Workers Compensation.*

Prior to Construction or any access within 50' of Railroad a current **Certificate of Railroad Protective Liability Insurance (RPL)** which shows **the specific Railroad its Parent Company and Affiliates** as named insured with a limit of no less than $5M each occurrence and $10M aggregate limit. This coverage can be secured through the railroad – An application and current Fee structure is available upon request.

****Insurance Requirements for environmental access to be amended as shown below**

Certificate of Commercial General Liability Insurance which names the ***Specific Railroad*** **its Parent Company and Affiliates** as additional insured and must meet the limits of **$5M per occurrence and $10M aggregate.** Please note below outlining additional requirements for pipelines carrying potentially hazardous materials such as gas, oil, etc.

Pollution Legal Liability Insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence naming **the specific Railroad its Parent Company and Affiliates** as additionally insured. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the **specific Railroad its Parent Company and Affiliates.**

Please note: *The Insurance must reference the location of the project.* DO NOT show Genesee & Wyoming Railroad Services, Inc. or Genesee & Wyoming, Inc. as additional insured or as named insured on either set of insurance documents. Documentation received with this info will hold up the processing of your request for execution on behalf of the Railroad until corrected certificates have been received meeting the minimum requirements.***

IMPORTANT

Prior to application submittal, it is recommended that any questions concerning this application should be submitted to the Real Estate Department of Genesee & Wyoming Railroad Services, Inc. All questions or requests for information submitted by email receive a rapid response - email Donna Killingsworth at gwappseast@gwrr.com or call 904.900.6286 OR Crystal Galbreath at gwappswest@gwrr.com or call 904.596.7782. Questions can be answered and additional contact information obtained by visiting the website at www.gwrr.com – select the specific railroad and click on the link for Real Estate.

Plans for proposed installations shall be submitted to and approved by the Railroad, on behalf of itself, its subsidiaries, and affiliates, and designated engineer before work can begin! Applications submitted not meeting current specifications as outlined in the General Specifications for Sub- grade and Above grade Utility Crossings of Railway's Right-of-Way will be returned and may incur additional engineering review fees. For your convenience a copy of these specifications can be found on the website at gwrr.com.

Materials and installations are to be in strict accordance with specifications of National Electrical Safety Code, AREMA, current edition, and requirements of the Railroad.

Upon application approval, applicant agrees to reimburse Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant further agrees to assume all liability for accidents or injuries that arise as a result of this installation.

Upon application approval, the State agrees to reimburse the Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant agrees to assume all liability for accidents or injuries that arise as a result of the installation.

This section must be completed in full, signed and dated prior to submittal to the Real Estate Department for processing. Unsigned applications, incomplete or inaccurate information will delay application request and may incur additional fees.

Date: _____ **Signature:** _____

Phone Number: _____ **Printed Name:** _____

Fax Number: _____ **Title:** _____

Contact Email Address _____

Completed applications, as well as any questions or information, should be emailed to Donna Killingsworth in the Real Estate Department of Genesee & Wyoming Railroad Services, Inc.

donna.killingsworth@gwrr.com

Entering or working on the railroad right of way or any other railroad property without the permission of the railroad is trespassing and illegal. Violators risk the possibility of serious, even fatal injury and will be prosecuted.

Midwest Region Railroads

- ☐ Central Railroad Company of Indianapolis
- ☐ Chicago, Ft. Wayne & Eastern Railroad
- ☐ The Central Railroad Company of Indiana
- ☐ Grand Rapids Eastern Railroad Inc.
- ☐ Huron and Eastern Railroad Company, Inc.
- ☐ Illinois & Midland Railroad, Inc.
- ☒ Indiana & Ohio Railway Company
- ☐ Indiana Southern Railway Company
- ☐ Marquette Rail, LLC
- ☐ Michigan Shore Railroad, Inc.
- ☐ Mid-Michigan Railroad, Inc.
- ☐ Otter Tail Valley Railroad Company, Inc.
- ☐ Tazewell & Peoria Railroad, Inc.
- ☐ Toledo, Peoria & Western Railway Corp.
- ☐ Tomahawk Railway, Limited Partnership

Check box for railroad

FLAGGING REQUEST FORM

Date:_____ Reimbursable Project No.: _____
To be completed by RR

Railroad Contact:_____ Flagging PO Amount: _____
To be completed by RR

ODOT Project Name/Contract #_**HAM-CR251-0.64**_____DOT#_**525274D & 525276S**_RR MP_**46.4 & 46.1**___
Blue Ash Sub.

Project Location: **City of Deer Park, Hamilton County, OH**

Contractor Name: _____

Contractor Contact: _____Phone_____email_____

Project Description: **Resurfacing of 1900 ft. of Blue Ash Road; safety upgrades of Matson Avenue & Galbraith Road**

_____

Scheduled Start Date:_____ Scheduled End Date: _____

Scheduled Start Time:_____ Scheduled End Time: _____

Items Included with Flagging Request:

- Project Plans **(Previously provided by ODOT)**
- ROE Agreement
- KMZ File

NRSS Approval by : _____

Invoices shall be submitted electronically to Accountspayable@gwrr.com. Include PO # and RR Reimbursable Project # on invoice.

Please copy Patrick Engineering on all project related correspondence: GW-MW@patrickco.com

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