

sections that are applicable to **Railway's** right-of-way, facility or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of **Railway** prior to receipt of notices to proceed given by **Railway to County** or its authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be a ratification or adoption by **Railway** of either or both said plans as its own.

### III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by **County** or its contractors on **Railway's** right-of-way, shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of **Railway**. **County** or its contractors shall enter into a "Right of Entry Agreement" with **Railway** prior to the first entry onto **Railway's** right-of-way, such Right of Entry Agreement to be provided by **Railway** upon request. **County** or **County's** contractor shall reimburse **Railway** for one hundred percent (100%) of the actual costs related to flagging per Section I.B.3. of this Agreement. **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. **Railway** may bill the **County** monthly or periodically for its force account when costs exceed One Thousand dollars (\$1,000).

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

### IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right of Entry Agreement, Attachment 1 (G&W Code of Ethics and Conduct), Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; **County** and its contractors, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

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

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