

CONTRACT NO. 2018-0507
Control Section 81900
Structure No. MI37.52
AGENDA: DIR

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF ANN ARBOR

AGREEMENT

This Agreement is made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), with principal offices located at 425 West Ottawa Street, Lansing, Michigan 48933, and the City of Ann Arbor (AGENCY), with principal offices located at 100 North Fifth Avenue, Ann Arbor, Michigan 48107, for the purpose of fixing the terms of the construction and maintenance of the Allen Creek bridge in the City of Ann Arbor.

Recitals:

MDOT will award a contract (CONTRACT) for the construction of a new three-barrel structure to carry flood water and pedestrian traffic under the MDOT owned railroad right-of-way at railroad mile post 37.52 in the City of Ann Arbor, Washtenaw County, Michigan, including non-motorized pathway approaches, drainage facilities where required, and temporary and incidental works made necessary, in accordance with the terms and conditions of this Agreement (PROJECT); and

The National Railroad Passenger Corporation (AMTRAK) has been authorized by the AGENCY to perform the review of plans, specifications, estimates, and documents necessary for the implementation of the PROJECT, under the terms of an independent Design Phase Agreement, Doc. Number 404376v.8, between the AGENCY and AMTRAK, effective July 25, 2017; and

The parties have reached an understanding with respect to the preparation and approval of plans and specifications and payment of the cost for the PROJECT.

The parties agree as follows:

1. The AGENCY will construct the PROJECT in accordance with the CONTRACT and plans set forth in Exhibits A and B, attached hereto and made part hereof, the standard specifications of the AGENCY, and the Special Provisions and Coordination Clauses set forth in Exhibits C and D, respectively, attached hereto and made part hereof. For the purposes of the construction work, the AGENCY and its contractor(s) will have right-of-entry after a separate AMTRAK right-of-entry permit is executed by the AGENCY or its contractor(s). The AGENCY or its contractor(s) may enter upon and occupy the property of MDOT, subject to the conditions stated herein and all supplemental conditions stated in the

separate AMTRAK right-of-entry permit to be executed; provided that, immediately upon completion of the PROJECT, the railroad property will be restored by the AGENCY or its contractor(s) at its sole cost and expense to a condition deemed suitable by MDOT and/or AMTRAK's Deputy Division Engineer for railroad purposes, as set forth in Section 21.

2. The general plans for the PROJECT are shown in Exhibits A and B, as described below:

Exhibit A - General Plan of Site (2 sheets), showing present topography adjacent to and including the tracks of MDOT, location of the non-motorized pathway alignment, three-barrel underpass structure, proposed profile on the centerline of the non-motorized pathway, and right-of-way of MDOT's railroad corridor.

Exhibit B - General Plan of Structure (6 sheets), showing the general plan, elevation, non-motorized pathway cross sections, retaining wall limits and sections of the three-barrel underpass structure, and AMTRAK's clearances and cover requirements.

3. The AGENCY hereby adopts the plan and profile fixing the horizontal and vertical alignment of the proposed structures, as set forth in Exhibits A and B.
4. The AGENCY will advertise its portion of the construction of the PROJECT in accordance with its regulations; considering bids only from contractors prequalified by it for such work, will award the contracts for such work, and will exercise complete supervision and control over the construction. While work is being performed adjacent to, under, or over MDOT's tracks, AMTRAK may assign a competent engineer or inspector to the PROJECT, together with necessary assistants, at PROJECT expense, to protect MDOT's interests. Said engineer or inspector of AMTRAK, acting through the AGENCY's engineer, will have the right to reject any or all work affecting MDOT's interests that is not executed pursuant to and in conformity with the aforesaid plans and specifications.
5. The AGENCY will require its contractor(s) to comply with the Special Provisions and Coordination Clauses attached hereto as Exhibits C and D, respectively, which are hereby approved by MDOT and the AGENCY, and to bear all costs of protecting railroad traffic made necessary or occasioned by the PROJECT, as set forth in said Special Provisions and Coordination Clause. AMTRAK agrees to furnish to the contractor such switch tenders, flagmen, conductors, pilots, watchmen, or other protective services or devices as, in the opinion of AMTRAK's Deputy Division Engineer, are required to ensure safety and continuity of railroad traffic during the contractor's operations. The AGENCY will, by appropriate contract provisions, require its contractor(s) to prepay AMTRAK for such services and devices and agrees to withhold final payment to its contractor(s) until the contractor(s) has submitted to the AGENCY evidence that all such bills have been settled. Upon contractor payment to AMTRAK, the AGENCY will then reimburse the contractor for all eligible flagging charges. It is expressly understood that no provisions of this Agreement nor approval by MDOT or AMTRAK as to construction operations will relieve the contractor of any responsibility or liability whatsoever.

6. The AGENCY will undertake, and perform through contractors, the PROJECT, except the work to be performed by MDOT and/or AMTRAK as set forth in Section 7.
7. MDOT and AMTRAK will, at contractor or AGENCY expense, in accordance with Sections 4 and 5 above, using either their own forces and equipment or a subcontractor, perform the work listed below. Consent to sublet by MDOT and/or AMTRAK any portion of the PROJECT work will not be construed to relieve the AGENCY of any responsibility or obligation under or for the fulfillment of this Agreement.

MDOT and/or AMTRAK will furnish all materials, labor, and equipment to perform the following items:

- A. AMTRAK will review design plans and construction activity on MDOT property under the terms of an independent Design Phase Agreement, Doc. Number 404376v.8, between the AGENCY and AMTRAK, dated July 25, 2017. AMTRAK requires prepayment by the AGENCY for design review services and will invoice the AGENCY for the costs of design review services rendered, which costs will be applied to the prepayment amount.
 - B. AMTRAK will provide switch tenders, flagmen, conductors, pilots, watchmen, or other protective services and devices to promote safety and ensure continuity of train operations as may be necessary in connection with the work performed under the terms of an independent right-of-entry permit executed by the AGENCY's contractor(s) and AMTRAK. AMTRAK requires prepayment by the contractor for flagging services and will invoice the contractor for the costs of the flagging services rendered, which costs will be applied to the prepayment amount.
8. Any work necessitated by the PROJECT but not specifically provided for in this Agreement that involves temporary or permanent changes to any facilities of MDOT will be performed, at PROJECT expense, by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work and in conformity with the federal rules and regulations then in effect. AMTRAK will be permitted to work outside its regular working hours, at premium rates, to perform any such authorized force account work when such working hours have been approved by the AGENCY's engineer, provided the arrangement for such work is required to maintain construction schedules and is in the public interest.
 9. All work performed or caused to be performed and materials and equipment furnished or caused to be furnished by AMTRAK pursuant to this Agreement, with the exception of daily flagging services, as described in Section 7 above, will be performed on a force account basis, billed by AMTRAK, and reimbursed by the AGENCY, as provided in the Federal-Aid Policy Guide (FAPG), Part 140, Subpart I, dated December 9, 1991, and amendments thereto, incorporated herein by reference. The AGENCY will pay from PROJECT funds such amounts as are approved for payment in accordance with federal regulations.

During the course of the PROJECT, changes, extra work, and/or adjustments to the Design Phase Agreement, Doc. Number 404376v.8, or the PROJECT may be become necessary and may be requested by either party to the Design Phase Agreement, Doc. Number 404376v.8. If acceptable to the AGENCY, the AGENCY will prepare a written request to modify the Design Phase Agreement, Doc. Number 404376v.8, and authorize AMTRAK to perform the modified work. The AGENCY will receive consent from AMTRAK to accomplish the modified work in conformance with the requirements of the document and the Design Phase Agreement, Doc. Number 404376v.8. MDOT will be offered the opportunity to review, approve, and sign the document indicating the modifications to be performed by AMTRAK prior to work beginning.

10. The AGENCY will require its contractor(s) to take out a Railroad Protective Liability Insurance Policy in the names of MDOT, the State of Michigan, the Michigan State Transportation Commission, AMTRAK, and Norfolk Southern Railway Company before work is commenced and to keep it in effect until work is completed and accepted, in accordance with the FAPG, Part 646, Subpart A, dated December 9, 1991, and amendments thereto.

The policy will have limits of liability in the amount of Ten Million Dollars (\$10,000,000.00) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of Ten Million Dollars (\$10,000,000.00) applying separately to each annual period. The policy of insurance specified in this section will be with a company authorized to do business in the State of Michigan.

11. This Agreement grants a long-term occupancy for flood mitigation and non-motorized pathway purposes from MDOT to the AGENCY for the PROJECT, as set forth in Exhibits E and F, attached hereto and made part hereof, as described below.

Exhibit E – Parallel Non-Motorized Pathway Occupancy (2 sheets), showing the PROJECT area, MDOT right-of-way, and proposed occupancy permit area for the parallel non-motorized pathway.

Exhibit F – Transverse Non-Motorized Pathway and Drainage Occupancy (2 sheets), showing the PROJECT area, MDOT right-of-way, and proposed occupancy permit area for the transverse non-motorized pathway and drainage.

12. In the event of a sale, abandonment, or other disposition of the property that the PROJECT occupies, MDOT agrees to grant to the AGENCY an easement for the property occupied by the PROJECT as shown in Exhibit F. In no way should the easement infringe on any other permitted facilities in and around the AGENCY's facility. The cost of the easement will be based on then-current fair-market value, which will be determined solely by MDOT prior to the execution of any document of conveyance of MDOT's property.

13. Nothing in this Agreement will be construed to grant any rights whatsoever to any public or private utilities, except such consent as is specifically given herein, nor to impair any existing rights granted in accordance with the constitution or laws of the State of Michigan.
14. The AGENCY or its contractor(s) will, at its own expense, acquire the necessary right-of-way, except that now owned by MDOT, and will assume payment of all abuttal damages, if any, to property, business, or persons, other than to the property of MDOT, arising in any manner from the PROJECT.
15. Nothing in this Agreement will be construed to render MDOT liable for acts of negligence of the AGENCY, the AGENCY's contractor, or any of their employees, agents, contractors, or subcontractors.
16. It is expressly understood that MDOT and AMTRAK will not have vehicular access to the PROJECT site from the abutting property except using other public highways and existing railroad access roads.
17. This PROJECT is for the construction of a flood mitigation and non-motorized pathway underpass structure only and does not eliminate an at-grade crossing of the railroad. Therefore, the PROJECT will not result in ascertainable benefits to MDOT, and MDOT will not have any liability and/or cost relating to the PROJECT.
18. If at any time, without fault of the parties, the PROJECT work to be undertaken by the AGENCY should cease and not be resumed within sixty (60) days or any extended period as is mutually agreed upon, the parties, if not then agreed, will agree upon and will perform any work as is reasonably necessary to place the right-of-way, tracks, and other facilities of MDOT's railroad corridor in a satisfactory, permanent operating condition, and the AGENCY will assume and pay the cost thereof; provided that the aforesaid sixty (60) day limitation will not apply to the temporary suspension of work under order of any governmental agency or court, in which event the work will be resumed and completed as soon as possible in accordance with the terms of this Agreement.
19. In the event delays or difficulties occur before the commencement of physical operations hereunder that, in the opinion of the AGENCY, render it impracticable to proceed with the construction of the PROJECT, the AGENCY may provide written notice to MDOT, and this Agreement will thereupon terminate forthwith, provided, however, that AMTRAK will be reimbursed for costs and expenses incurred for any authorized force account work performed pursuant to Section 7 of this Agreement.
20. The AGENCY, at its sole cost and expense, will maintain, repair, and/or replace, or cause the same to be done, any of the work that was constructed as part of the PROJECT, at MDOT's sole discretion. In addition, the AGENCY, at its sole cost and expense, will repair or replace, or cause to be repaired or replaced, any portion of the tracks, ties, ballast, and other facilities

of MDOT's railroad corridor that may be damaged or destroyed as a result of this PROJECT, at MDOT's sole discretion.

21. MDOT will incorporate the three-barrel underpass structure into MDOT's Bridge Management Program upon completion of construction. The Bridge Management Program is a requirement initiated by the Federal Railroad Administration, outlined in 49 CFR Part 237, "Bridge Safety Standards." MDOT will notify the AGENCY of any and all inspection findings requiring corrective action.
22. If the AGENCY fails to take any corrective action resulting from MDOT's inspection findings in a timely manner, or if an emergency situation is presented which, in MDOT's judgement, requires immediate repairs to the facilities, MDOT or AMTRAK may undertake such corrective measures or repairs as MDOT deems necessary or desirable, at the AGENCY's sole cost and expense.
23. If at any time in the future, the PROJECT work is absolutely discontinued and abandoned, or if, for any other reason, no further need exists, the AGENCY will remove the PROJECT work and restore the PROJECT site to its original condition at its sole cost and expense. Until all the PROJECT work is removed, it will be maintained in accordance with the terms of this Agreement.
24. It is anticipated that the PROJECT is to be financed in part from funds appropriated by the Federal Government and expended under federal laws and regulations, which laws and regulations are hereby incorporated into and made part of this Agreement.
25. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental function incidental to this Agreement.

Any such approvals, reviews, and/or inspections by MDOT will not relieve the AGENCY of its obligations hereunder, nor are such approvals, reviews and/or inspections by MDOT to be construed as warranties as to the propriety of the AGENCY's performance but are undertaken for the sole use and information of MDOT.

26. This Agreement will become binding on the parties and in full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT.

CITY OF ANN ARBOR

For the City of Ann Arbor

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

By: _____
Stephen K. Postema, City Attorney

Approved as to substance

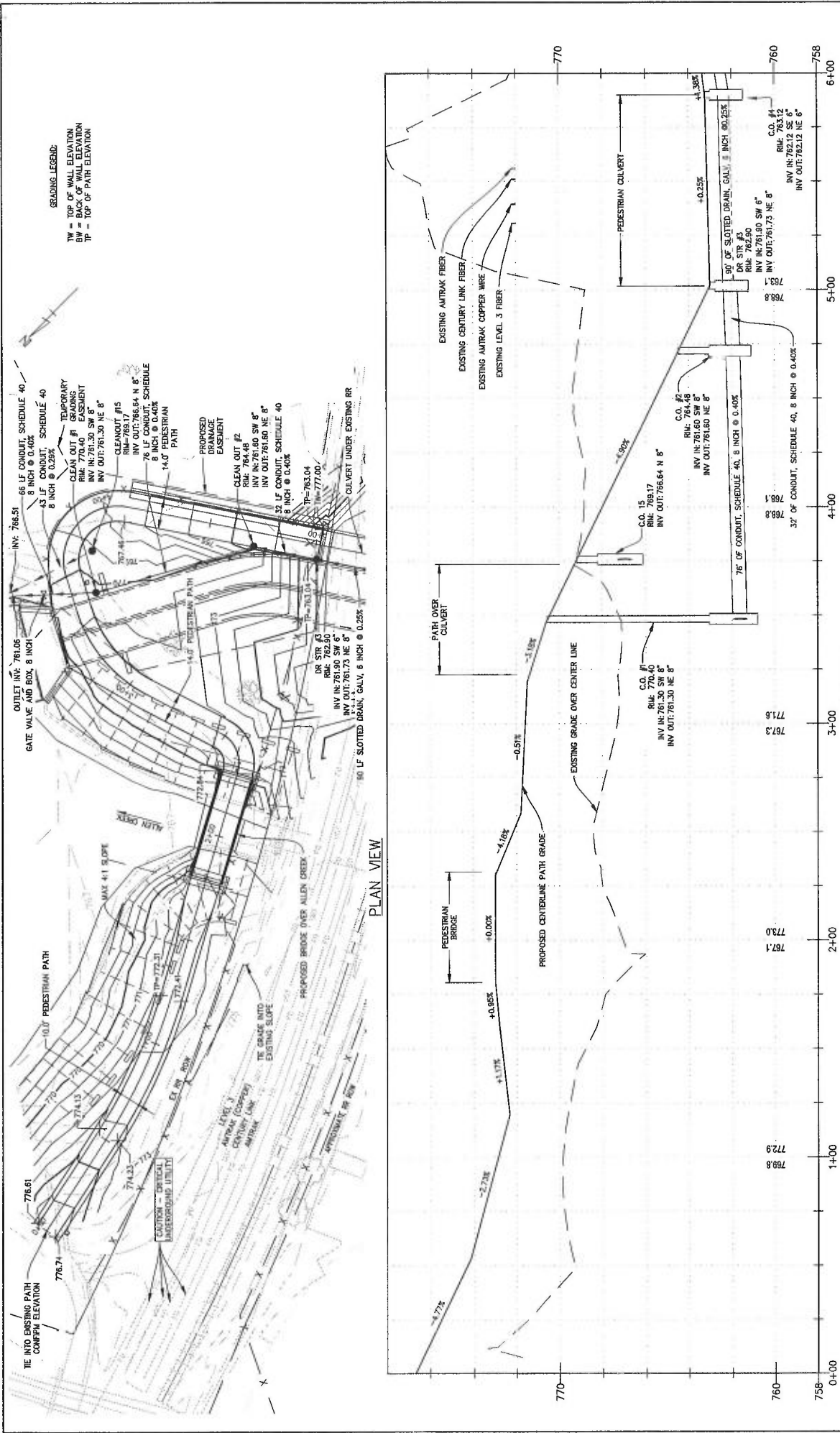
By: _____
Howard S. Lazarus, City Administrator

By: _____
Craig Hupy, Public Service Area Administrator

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

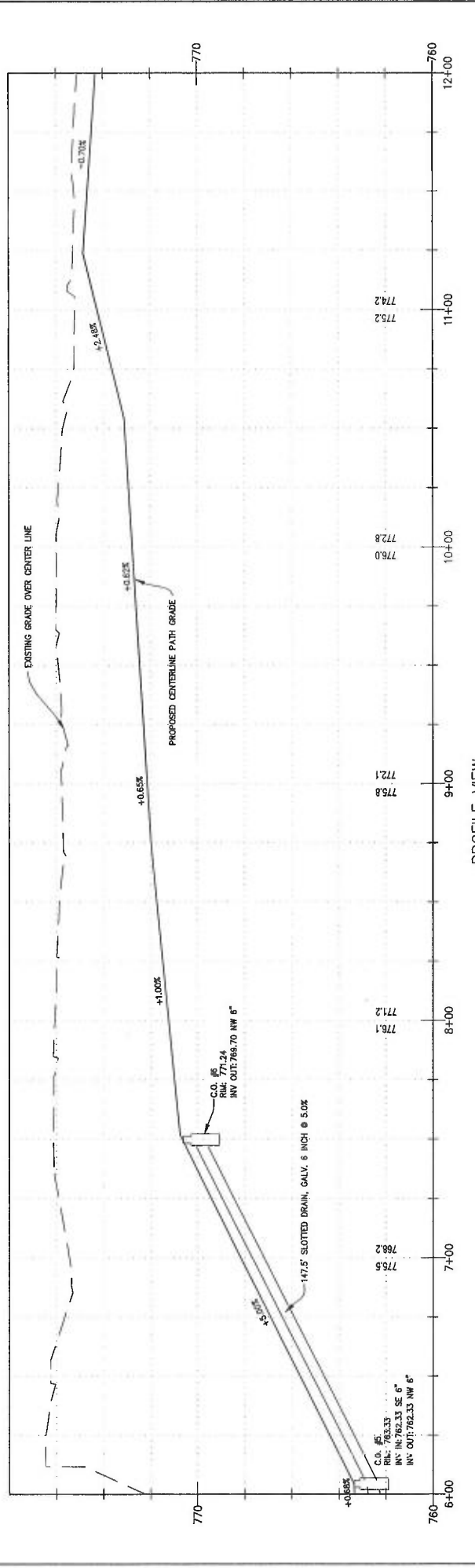
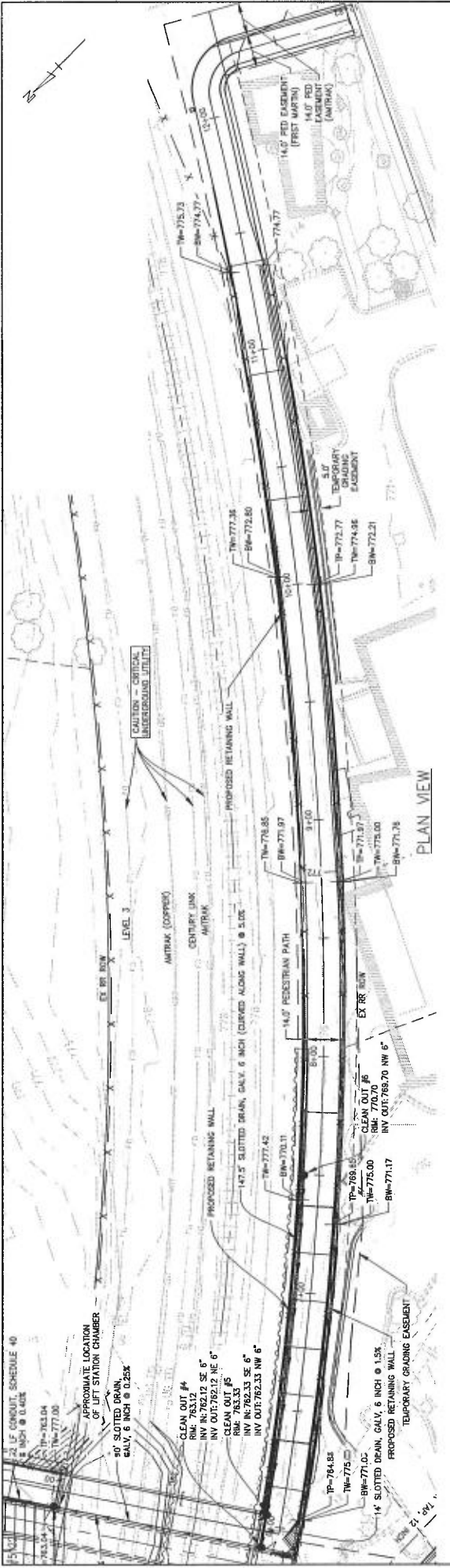




NO.	DATE	AUTH.	DESCRIPTION	DATE	AUTH.	DESCRIPTION

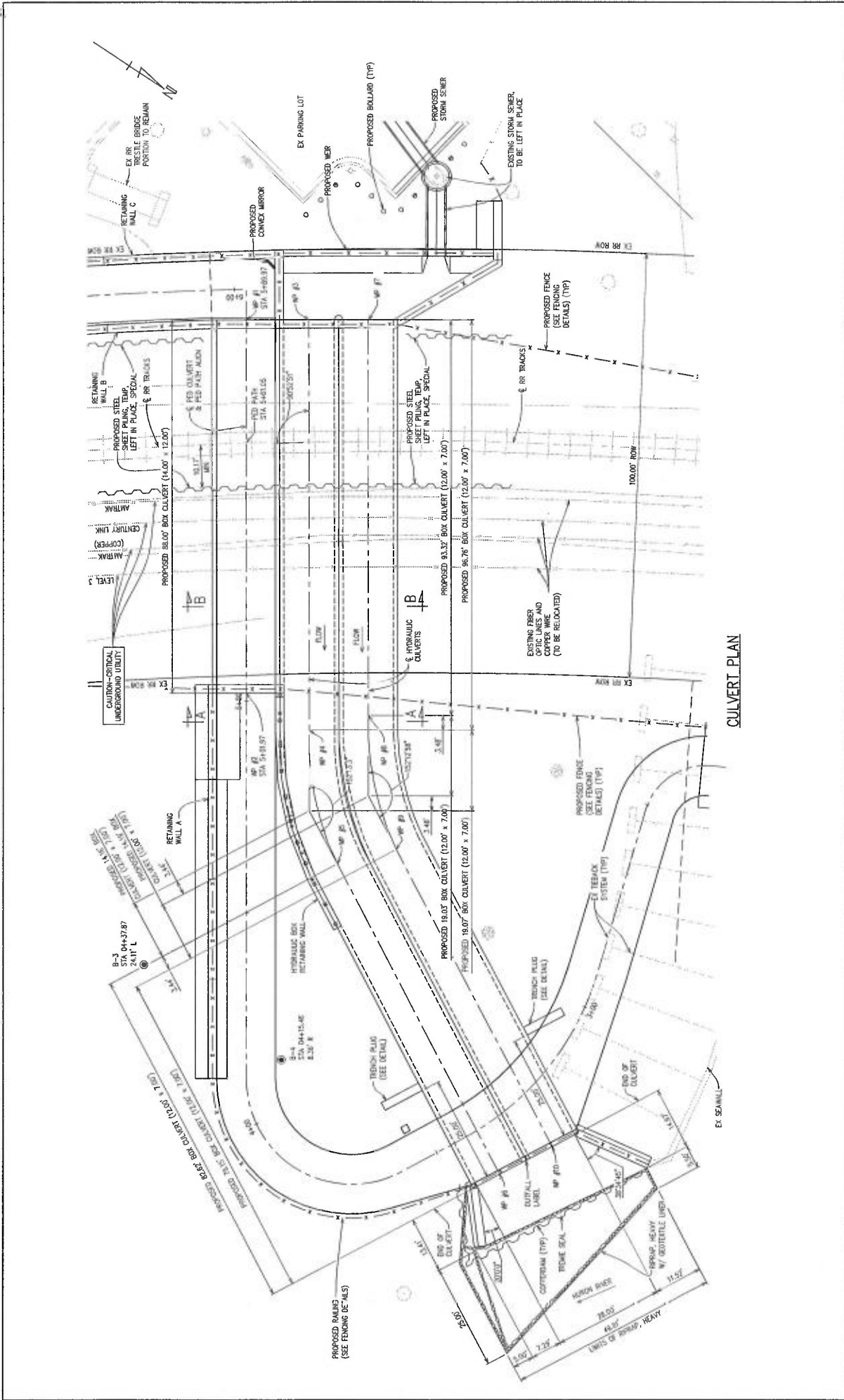
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CIVIL ENGINEER BERGMANN CONSULTANTS 201 EAST BROADWAY STREET SUITE 1000 NEW YORK, NY 10002 TEL: 212-691-1100 WWW.BERGMANN.COM	Bergmann architects & engineers / planners
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NO.	DATE	AUTH.	DESCRIPTION	REV.	DATE	AUTH.	DESCRIPTION

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CHECKED BY: BERGMANN		DESIGN UNIT: EGDEN		JK: 20080A		SITE 002	
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<p>BERGMANN ARCHITECTS & ENGINEERS</p>				GENERAL PLAN OF SITE EXHIBIT A			



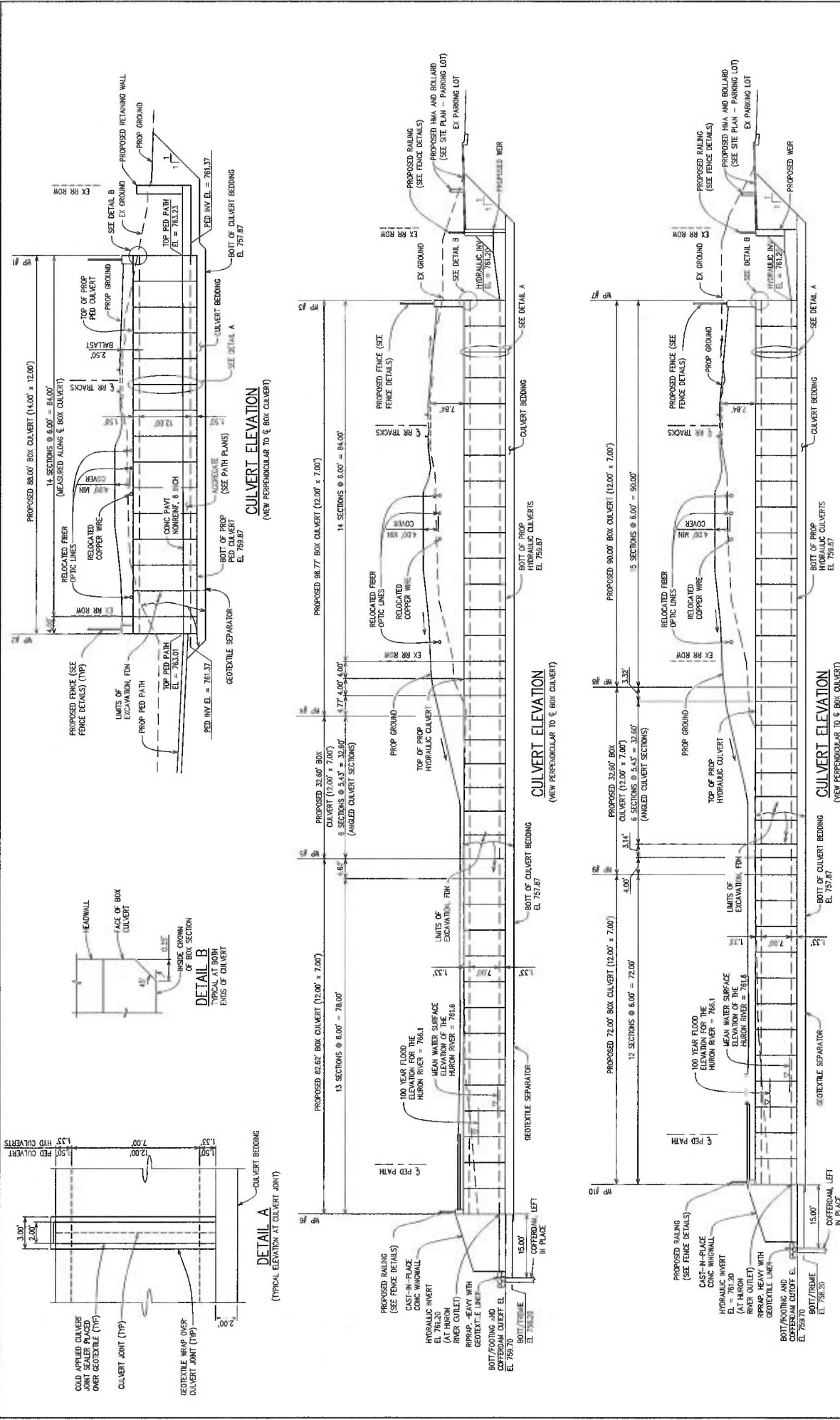
CULVERT PLAN

PLAN REVISIONS			GENERAL PLAN OF STRUCTURE		SHEET	
NO.	DATE	DESCRIPTION	AUTH	DATE	DESCRIPTION	DRAWING

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DESIGN UNIT:	FEET	DESIGN UNIT:	FEET
TITLE:	GEN. PLAN	JUN:	200810A
DRWN BY:	BERGMANN	FILE:	gen_pln.dwg
CHK'D BY:	BERGMANN	DATE:	08/11/08
APP'D BY:	BERGMANN	PROJECT:	

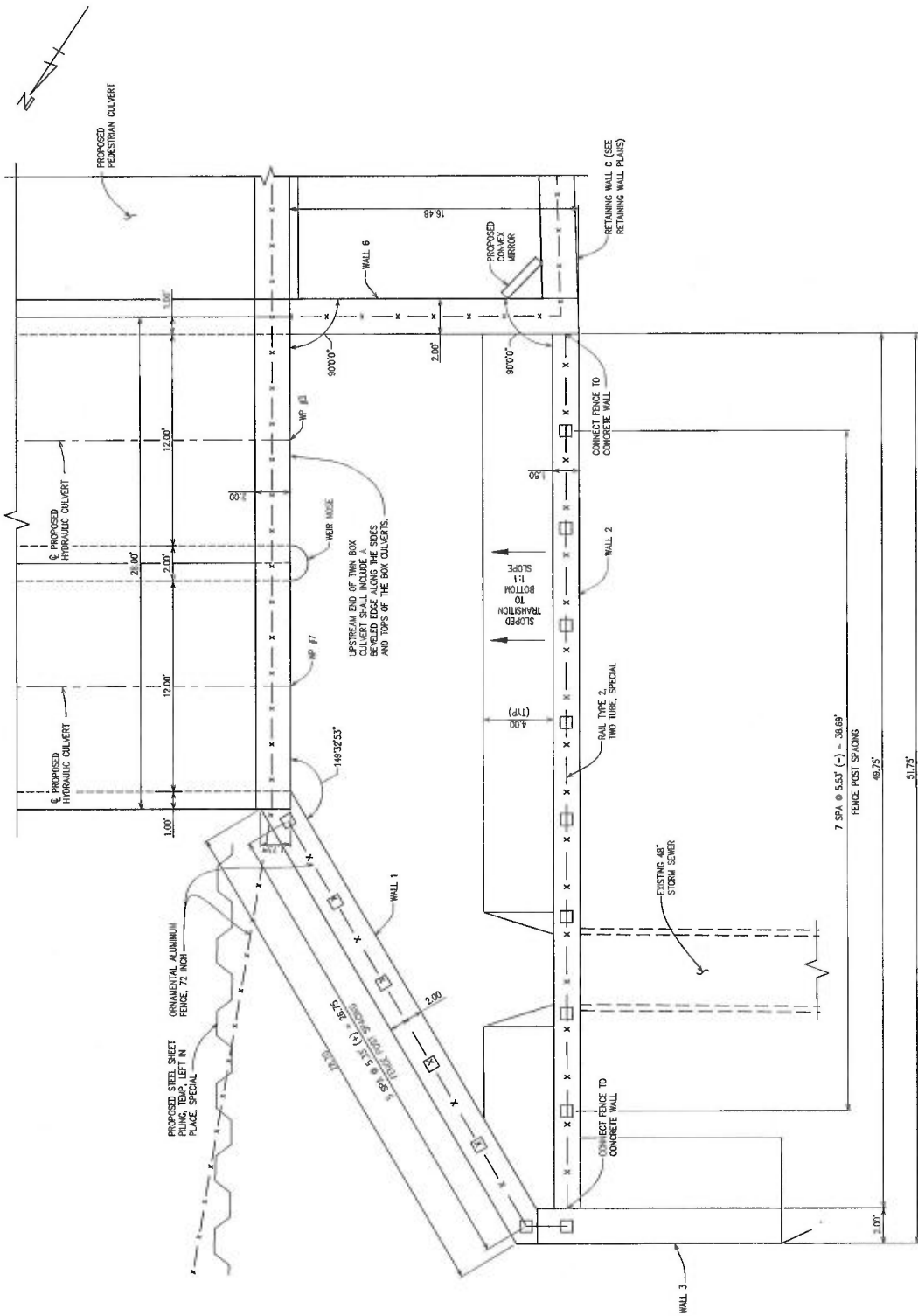
CITY OF ANN ARBOR	
100 N ZEEB ROAD	ANN ARBOR, MI 48106-1545
313.3310	(734) 769-2300

	Bergmann
ENGINEERS & ARCHITECTS	INCORPORATED



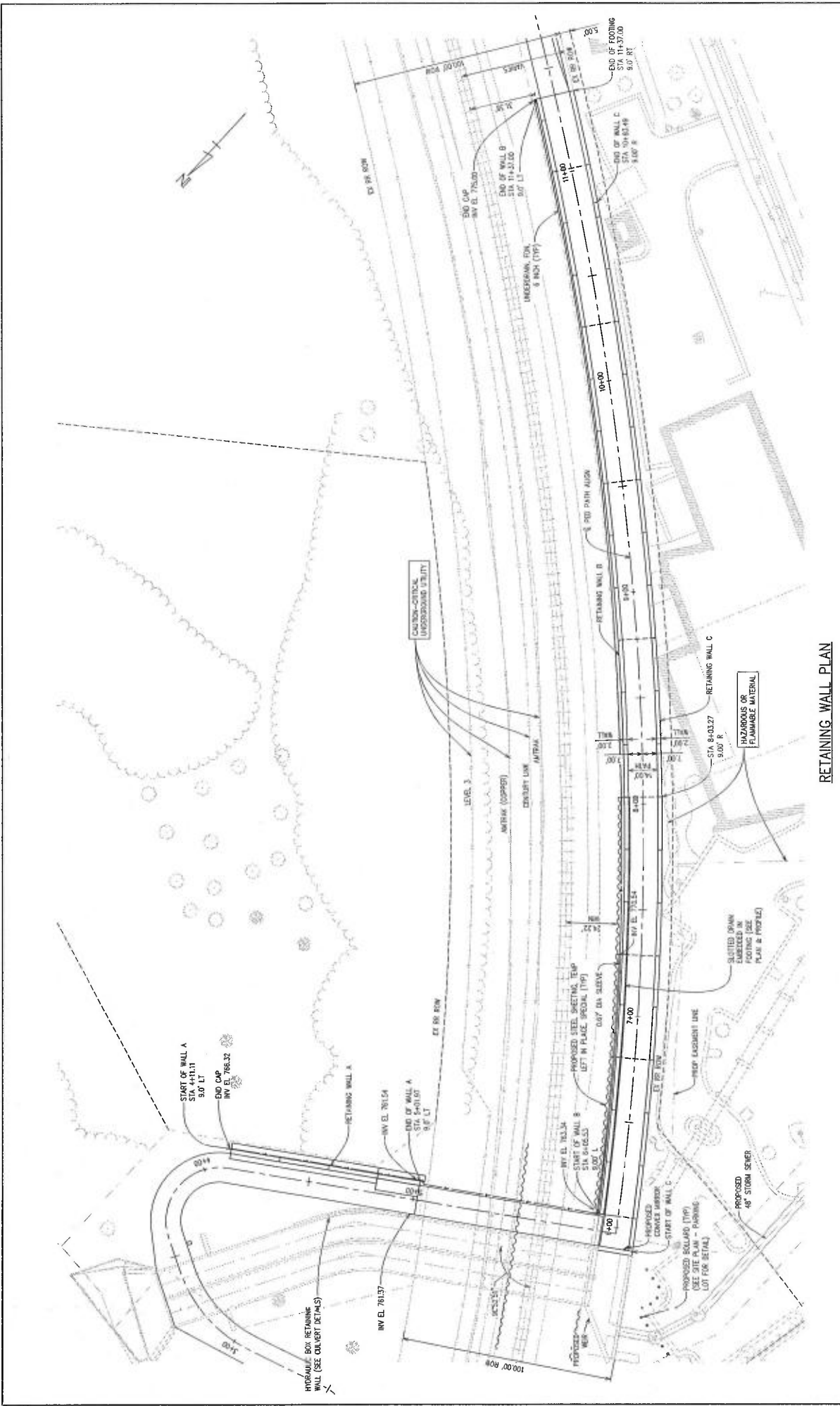
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	FILE: 0812008G	TAC: BERGMANN	GENERAL PLAN OF STRUCTURE CULVERT EXHIBIT B
Bergmann engineers & architects llc			



WEIR PLAN

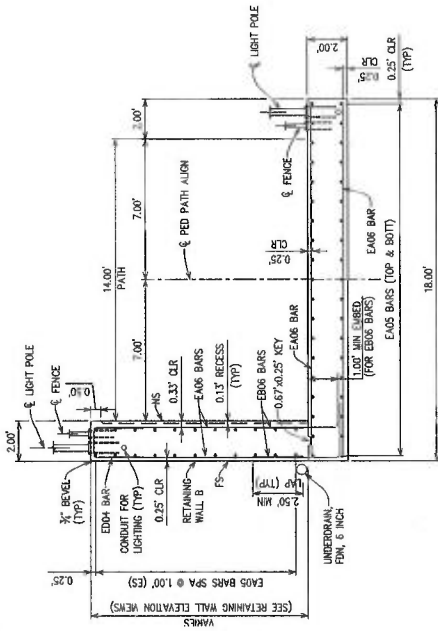
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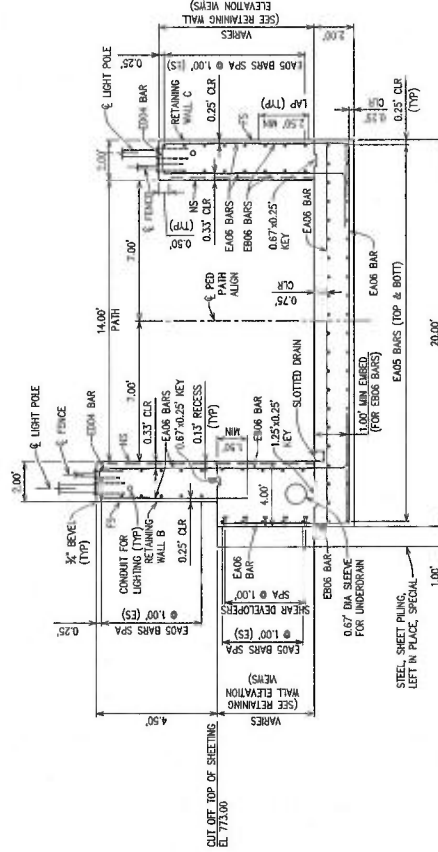
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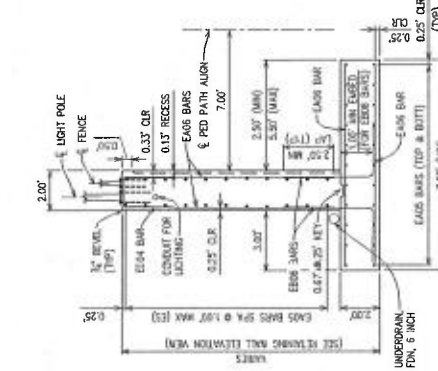
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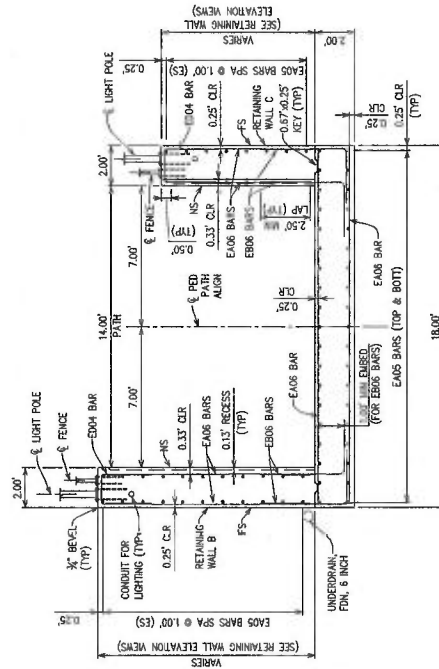
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 (LOOKING UPSTATION)



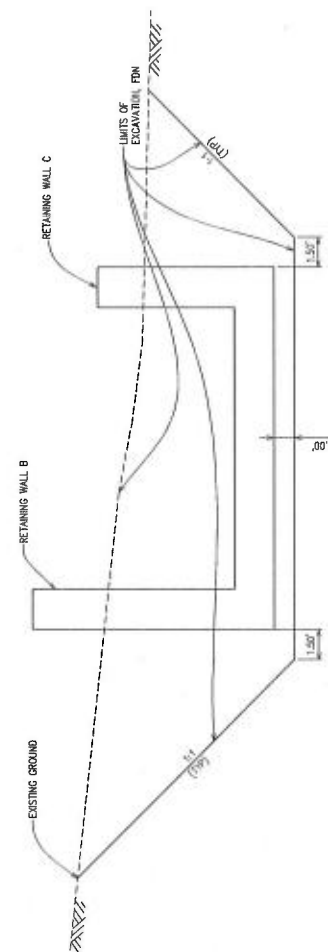
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 (LOOKING UPSTATION)



RETAINING WALL B AND C SECTION
 APPLIES FROM STA. 8+03.27 TO STA. 10+83.48
 (LOOKING UPSTATION)



SECTION SHOWING EXCAVATION LIMITS

NO.	DATE	AUTH.	DESCRIPTION	REV.	DATE	AUTH.	DESCRIPTION

CITY OF ANN ARBOR DEPARTMENT OF PUBLIC WORKS 150 EAST WASHINGTON STREET ANN ARBOR, MI 48106-1500 www.a2gov.com	DRAWN BY: BERGMANN CHECKED BY: BERGMANN DATE: 03/05/2018	DESIGN INT.: DESIGN CONSTR.: DESIGN TSC: BRIGHTON	CS: TA 81000 JN: 200810A	GENERAL PLAN OF STRUCTURE RETAINING WALL EXHIBIT B	DRAWING SHEET 01/18
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AMTRAK (MICHIGAN LINE)
SPECIAL PROVISION
FOR
RAILROAD INSURANCE REQUIREMENTS

RAL:DGT

1 of 4

APPR:JLD:SMR:07-18-16

a. Description. This work consists of providing Railroad Protective Liability Insurance before work is commenced 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 Department.

b. Insurance Requirements. Carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department, National Railroad Passenger Corporation (Amtrak), and Norfolk Southern Railway Company hereinafter referred to as the Railroads as noted in the Coordination Clause for Work on Railroad Property.

1. Railroad Protective Liability Insurance (RRL) in behalf of the following as the named insures:
 - A. National Railroad Passenger Corporation (Amtrak)
 - B. Norfolk Southern Railway Company

The Contractor must furnish to the Department and to the Railroads copies of policies as evidence that, with respect to Contractor and, if applicable, subcontractor operations, standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount of ten million dollars (\$10,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit ten million dollars (\$10,000,000) applying separately to each annual period. Said Railroad Protective Liability Insurance must conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor and included in other items of work. In the event Contractor and Amtrak agree to insure the operations on railroad property under Amtrak's RRP Program, Contractor shall include the RRP premium in addition to the Permit Fee.

The Contractor must furnish to the Department evidence of any reductions in the limits of liability hereinabove described as determined by the Railroads.

Each policy must contain the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to all below entities:

- A. National Railroad Passenger Corporation (Amtrak)
- B. Norfolk Southern Railway Company
- C. The State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and its employees.

2. Provide insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein.

A. Worker's Compensation Insurance. Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) each accident or illness shall be included and in the event the operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Worker's Compensation Act Endorsement and Outer Continental Lands Act Endorsement are required.

B. Automobile Liability Insurance. A policy issued to and covering the liability of the Contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under the Contractor's general liability insurance. The policy must name the Railroads as an additional insured with respect to operations to be performed in connection with this project, and must contain a waiver of subrogation against the Railroads, its employees or agents. Coverage under this policy must have limits of liability of not less than five million dollars (\$5,000,000) per occurrence, combined single limit, for bodily injury, and property damage liability.

In the event a Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy.

C. Contractor's Pollution Liability Insurance. Coverage under this policy must have limits of liability of not less than two million dollars (\$2,000,000) per occurrence.

D. Commercial General Liability (CGL) Insurance. Coverage under this policy will have limits of liability of not less than twenty million dollars (\$20,000,000) each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. Such coverage may be provided by a combination of a primary CGL policy and a following form excess of umbrella liability policy.

Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within 50 feet of the railroad deleted and no exclusions for Explosion/Collapse/Underground (X-C-U) applicable or added.

In addition the policy will include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds will be primary and non-contributory as respects any other insurance the additional insureds carry.

E. All Risk Property Insurance. Coverage under this policy will have limits of liability adequate to cover all property of Contractor (including personal property of others in Contractor's care, custody or control).

F. Professional Liability Insurance. Coverage under this policy will have limits of liability of not less than five million dollars (\$5,000,000) per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred and fifty thousand dollars (\$250,000), but in such case the deductible is the sole responsibility of Contractor, and no portion of such deductible is the responsibility of the Railroads or Department. The coverage must be maintained during the term of the operations, and for at least 3 years following completion thereof.

If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG 2279 "Incidental Professional Liability" to its CGL policy.

G. Pollution Legal Liability Insurance. Coverage is required if any hazardous material or waste is to be transported or disposed of off of the Jobsite. Contractor will designate the disposal site, and must provide a certificate of insurance from the disposal facility. Coverage under this policy must have limits of liability of not less than two million dollars (\$2,000,000) per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

H. General. The insurance hereinbefore specified must be with an acceptable insurance company authorized to do business in the State of Michigan and must be taken out before work is commenced 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 Department. Each policy must contain the following endorsement:

It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Michigan Department of Transportation, the National Railroad Passenger Corporation (Amtrak), and Norfolk Southern Railway Company at the following addresses:

Director I & C Projects
National Railroad Passenger Corporation
30th Street Station, 2955 Market Street, Mail Box 64
Philadelphia, PA 19104-2817

Norfolk Southern Railway Co.
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Scott W. Dickerson, Director Risk Management

(1) Insurance requirements detailed in Amtrak's Attachment to its CE-17 Temporary Permit to Enter upon Property must be followed by the Contractor. The cost of insurance and obtaining the CE-17 permit will not be specific bid items, but will be covered by the various unit prices bid.

(2) Waiver of Subrogation. All insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Railroads, Department, and their agents, officers, directors, and employees. The waiver must be stated on the certificate of insurance.

(3) Punitive Damages. Where allowed by law, no liability insurance policies required above shall include an exclusion for punitive or exemplary damages, including but not limited to CGL insurance and Railroad Protective Liability insurance.

(4) Claims-Made Insurance. If any liability insurance above must be provided on a claims-made basis, then in addition to coverage requirements above, such policy must provide that:

(a) The retroactive date will coincide with or precede Contractor's start of operations (including subsequent policies purchase as renewals or replacements);

(b) The policy will allow for the reporting of circumstances or incidents that might give rise to future claims;

(c) Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least 3 years following completion of the Operations: and

(d) If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least 2 years to report claims arising from operations.

c. Construction. If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

d. Measurement and Payment. The Contractor must pay for all railroad insurance. Insurance costs as described in this special provision will be included as part of other pay items.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
RAILROAD INSPECTION AND FLAGGING

RAL:SMR

1 of 1

APPR:JJG:CRB:03-20-15

a. Description. This work consists of providing advance notice to the Railroad and the Engineer meeting the railroad notice requirements found in the contract for providing flaggers for work on, above, or below Railroad property.

b. Materials. None specified.

c. Construction. Ensure construction methods are in compliance with the requirements in the contract.

d. Measurement and Payment. The Contractor must pay or pre-pay (if required by the Railroad) to the Railroad the full amount of the Railroad's invoice for inspection and flagging. Prior to submitting payment requests for reimbursement of flagging costs to the Engineer, review for accuracy the actual flagging costs and days worked against the billed or pre-paid amount. Resolve any inconsistencies with the Railroad prior to submitting to the Engineer. Provide to the Engineer a statement of costs paid for flagging and detailed itemization to support the actual cost paid or pre-paid amount. The Engineer will reimburse the Contractor upon satisfactory review and approval of submitted documentation for inspection, and flagging services. This process will continue as long as the need for flagging services exists.

Costs incurred for inspection and flagging due to the failure of the Contractor to properly notify the Railroad in advance of beginning work which may require a flagger as stated in the contract, are the responsibility of the Contractor.

Provide the Railroad a documented notice 36 hours in advance when flagging is no longer needed, with a copy to the Engineer and retain a copy of this documented notification. If the notification to the Railroad is not at least 36 hours in advance of no longer needing flagging, the Railroad will schedule and the Contractor must pay such flagging services until said cancellation notice is confirmed by the Railroad. Before final payment is made by the Engineer to the Contractor for the project, satisfactory evidence must be submitted indicating all bills for inspection and flagging services furnished by the Railroad have been paid. This pay item covers only inspection, and flagging services provided by the Railroad.

Pay Item	Pay Unit
Railroad Inspection and Flagging.....	Dollar

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
WORK ON RAILROAD PROPERTY, AMTRAK

RAL:SMR

1 of 4

APPR:JYG:CRB:06-25-15

a. Description. This special provision provides the requirements that the Contractor must meet when doing work on, above, or below railroad property.

b. Materials. None specified.

c. Construction.

1. Cooperate with public utility, railroad and other organizations having occasion to carry on their usual work within the limits of the project, or doing work on and in connection with the project.

2. Conduct the work without damage to the property of, or in care of, and insofar as is possible, without delay to the trains operating on the tracks of, or in care of, the National Railroad Passenger Corporation (Amtrak), hereinafter referred to as the Railroad. Observe such restrictions as received from both the Engineer and the Railroad's Chief Engineer or authorized representative on the project site, that may be imposed for the safety and dispatch of persons and property of and in care of the Railroad and for the safe and expeditious operation of its trains. If direction or restrictions are received directly from the Railroad's Chief Engineer or authorized representative, ensure to notify the Engineer of the direction or restriction. Claims will not be considered due to hindrance or delay on account of Railroad traffic, any work done by the Railroad, or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with this special provision.

3. Provide protection from falling debris to the property, track, and rail traffic of the Railroad, in accordance with the Railroad's specifications (including American Railway Engineering and Maintenance-of-Way Association [AREMA] Manual for Railway Engineering) and the contract. Ensure any such protection is constructed no lower than 22 feet vertically from the top of the rail.

4. Obtain documented approval from the Railroad and the Engineer at least 10 business days before starting work, of the proposed construction and demolition methods, schedule of operations, debris protection and horizontal and vertical clearances over and adjacent to the track of, or in care of, the Railroad to be provided during the construction period. Approval will be based on the specifications of the Railroad (including AREMA). Contact the Railroad's local representative to coordinate approval of a site-specific work plan addressing the above items. All approvals will not relieve the Contractor of any responsibility for the adequacy and safety of the construction. Submit to the Railroad with a copy to the Engineer a documented safety program prepared by the Contractor for the education and protection of employees working on this project. This program must address the hazards and safety considerations of working in the vicinity of the Railroad's operations and property.

5. Provide documented notification to the Railroad with a copy to the Engineer a minimum of 30 days before entering upon the property of, or in care of, the Railroad or starting any work which may require flag protection by the Railroad. Work will be stopped if notification is not received timely. Work stoppages due to improper notification to the Railroad will not be considered for compensation or time extensions. Arranging for a Railroad flagger will be paid for as described in the Special Provision for Inspection and Flagging.

6. Do not use railroad property without documented permission of the Railroad. Leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railroad. Contact the Railroad to request the "Temporary Permit to Enter Upon Amtrak Property". The cost of this, and any other permits, licenses, and approvals required by the Railroad or the Engineer, will be paid by the Contractor. All costs associated with these items are to be included in the pay item for Railroad Protection as described herein.

7. Nothing in this special provision, nor approval by the Railroad as to construction operations, relieves the Contractor of any responsibility or liability.

8. Pay the Railroad or owning company for any changes to railroad property, facilities, or to wire and pipe lines, required for the Contractor's convenience, other than as shown on the plans for the project.

9. Provide at least 12 weeks advance documented notice to the Railroad with a copy to the Engineer of any requests for temporary crossings of railroad tracks. Approval of temporary crossings are not guaranteed. It is the responsibility of the Contractor to determine and comply with the requirements of the Railroad covering the location, installation, protection, maintenance, use, and removal of such an approved temporary crossing. An agreement between the Contractor and Railroad covering the temporary crossing will be required. The Contractor will bear all costs and expenses incidental thereto, including, but not limited to, the cost of installation, protection, maintenance, and removal of such temporary crossing, contractual liability and other insurance specific to the temporary crossing as required by the Railroad, and incidental work such as agreement preparation and fees, drainage facilities and removal, alteration, and replacement of railroad fences.

10. Conduct all construction operations and provide measures as detailed on the plans to protect the Railroad track ballast and/or track structure from being contaminated by foreign materials (fouled). Shop drawings of these measures must be documented and submitted for review and approval by the Railroad and the Engineer prior to installation. This review and approval of shop drawings may take 30 days minimum for each submittal and multiple submittals may be required before approval may be granted. Installation may not begin until documented approval of the shop drawings has been received. These protective measures must remain in place until the Chief Engineer or authorized representative approves their removal, with a copy stating this to be provided to the Engineer. The costs for these protective measures will be paid for in accordance with the contract. Modifications may be required of the protective measures detailed on the plans if they do not appear to completely protect the Railroad structures during construction. These changes will be paid for in accordance with section 109.05 of the Standard Specifications for Construction. If Railroad track ballast does become fouled, the Railroad may with its own forces, remove the fouled ballast and replace it with clean ballast. The charges for this work will be billed by the Railroad to the Contractor who must pay them within 14 days of receiving the bill.

If the Contractor desires to modify the protective measures as detailed on the plans for the

convenience of the construction of the project, then the Contractor must submit shop drawings showing the modified protection measures to the Railroad and the Engineer and receive documented approval before beginning any installation. This review and approval of shop drawings may take 30 days minimum for each submittal and multiple submittals may be required before approval may be granted. Modifications of the protective measures may or may not be acceptable to the Railroad and the Engineer. No extension of time will be approved for delays caused by the submission of modified protection measures. If approved, these protective measures must be performed by, and at the expense of, the Contractor and under the supervision of, and to the satisfaction of, the Railroad's Chief Engineer or authorized representative and the Engineer; but the Railroad assumes no responsibility for the adequacy thereof. These protective measures must remain in place until the Chief Engineer or authorized representative approves their removal, with a copy stating this provided to the Engineer.

11. Maintain temporary minimum construction clearances of 22 feet vertically from top of rail and 15 feet horizontally from and measured at right angles to the centerline of the active track for the erection of any necessary falsework, bracing, or forms. The Railroad may require temporary clearances greater than specified above if the specific site conditions permit. Exceptions to these clearances require advance approval from the Railroad.

12. Comply with Railroad safety rules that require, without exception, hard hat, eye protection, high-visibility orange colored reflective vest, and safety shoes be worn while working on structures over or under the tracks of the Railroad. The Contractor and any subcontractor employees must attend a Railroad safety training class held by the Railroad prior to beginning work on, over, or adjacent to Railroad property. This class is provided electronically at the website www.amtrakcontractor.com. If the Contractor's personnel change, Amtrak requires the new personnel also take the class. The cost to attend this safety training class required by the Railroad, is to be paid by the Contractor. All costs associated with these requirements are to be included in the pay item Railroad Protection.

13. Acceptance of work by the Engineer under this contract involving the Railroad will be conditioned upon approval of the Chief Engineer, or designated representative, of the Railroad.

14. In addition to the requirements listed above, the Contractor must observe and follow the "Maintenance and Protection of Railroad Traffic During Contractor Operations – EP3014," available from the Railroad.

15. The Contractor and/or any subcontractor(s) must defend, indemnify, protect and hold harmless Railroad and its officers, agents and employees from and against any and all suits, demands, claims, loss, damage, charges or expense, whether direct or indirect, to which they may be subjected by reason of any damage, loss or injury to persons or property caused by or resulting from any wrongful act or neglect by the Contractor or subcontractor(s) in the performance of any work related to the project.

d. Measurement and Payment. Review the accuracy of costs as billed by the Railroad and resolve any inconsistencies prior to submitting a reimbursement request to the Engineer. Submit satisfactory evidence to the Engineer indicating all invoices for protective services and devices furnished by the Railroad have been fully paid.

The Engineer will reimburse the Contractor for the costs incurred that have satisfactory evidence

of payment to the Railroad using the following pay item.

Pay Item	Pay Unit
Railroad Protection	Dollar

Railroad Protection includes any modifications made to the protection details supplied on the plans that are made at the request of the Railroad, and anything expressly stating it is included in this pay item in this special provision. **Railroad Protection** also includes providing Railroad employees on-site access to sanitation facilities per subsection 107.05 of the Standard Specifications for Construction, near location of Railroad flagger's work station.

MICHIGAN
DEPARTMENT OF TRANSPORTATION
COORDINATION CLAUSE
FOR
WORK ON RAILROAD PROPERTY, AMTRAK

RAL:SMR

1 of 1

05-03-17

The following information may be pertinent to the determination of construction methods, obtaining required Permit-To-Enter, and railroad protective insurance rates.

RAILROAD COMPANY

National Railroad Passenger Corp. (Amtrak)
Attention: I&C Project Manager
30th Street Station (Mail Box 64)
2955 Market Street
Philadelphia, PA 19104

National Railroad Passenger Corp.
Attention: Deputy Division Engineer
598 Dey Street
Niles, Michigan 49120

Contact: Kathryn Haywood
Phone: 215-349-4367 office
e-mail: Kathryn.Haywood@amtrak.com

Local Contact: Dickey McCarty
Phone: 269-687-2201 office
267-355-4572 cell
e-mail: Dickey.McCarty@amtrak.com

INSURANCE

Submit insurance policies detailed in the Special Provision for Railroad Insurance Requirements to the Department and the following railroads:

Director I & C Projects
National Railroad Passenger Corp. (Amtrak)
30th Street Station, 2955 Market St., Mail Box 64
Philadelphia, PA 19104-2817

Norfolk Southern Railway Co.
Three Commercial Place
Norfolk Virginia 23510-2191
Attn.: Scott Dickerson, Risk Mgmt.

TRAIN MOVES

Six (6) passenger trains per twenty-four (24) hour day, at 50 mph maximum authorized speed at project location.

Zero (0) freight trains per twenty-four (24) hour day.

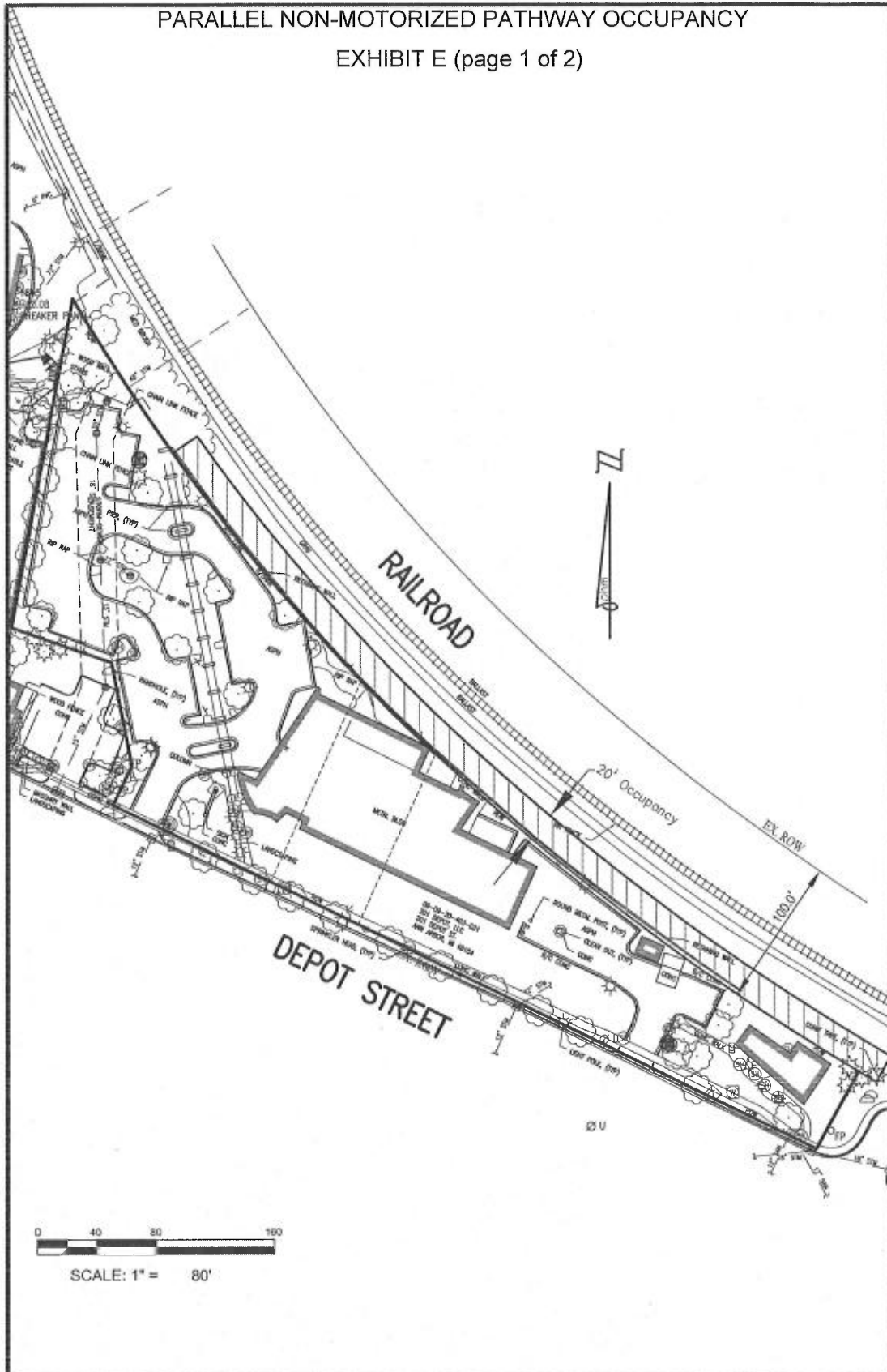
The train movement and the speed information indicated above does not represent a commitment by the railroad and is subject to change without notice.

PERCENTAGE OF PROJECT WITHIN RAILROAD RIGHT OF WAY

Approximately 75 percent of the total work will be performed over, under, or adjacent to the MDOT/Amtrak Michigan Line railroad track.

PARALLEL NON-MOTORIZED PATHWAY OCCUPANCY

EXHIBIT E (page 1 of 2)



0 40 80 160
SCALE: 1" = 80'

PART OF THE SE 1/4 OF SECTION 20
T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY
TAX ID NO.: 09-09-20-403-031

CLIENT: CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

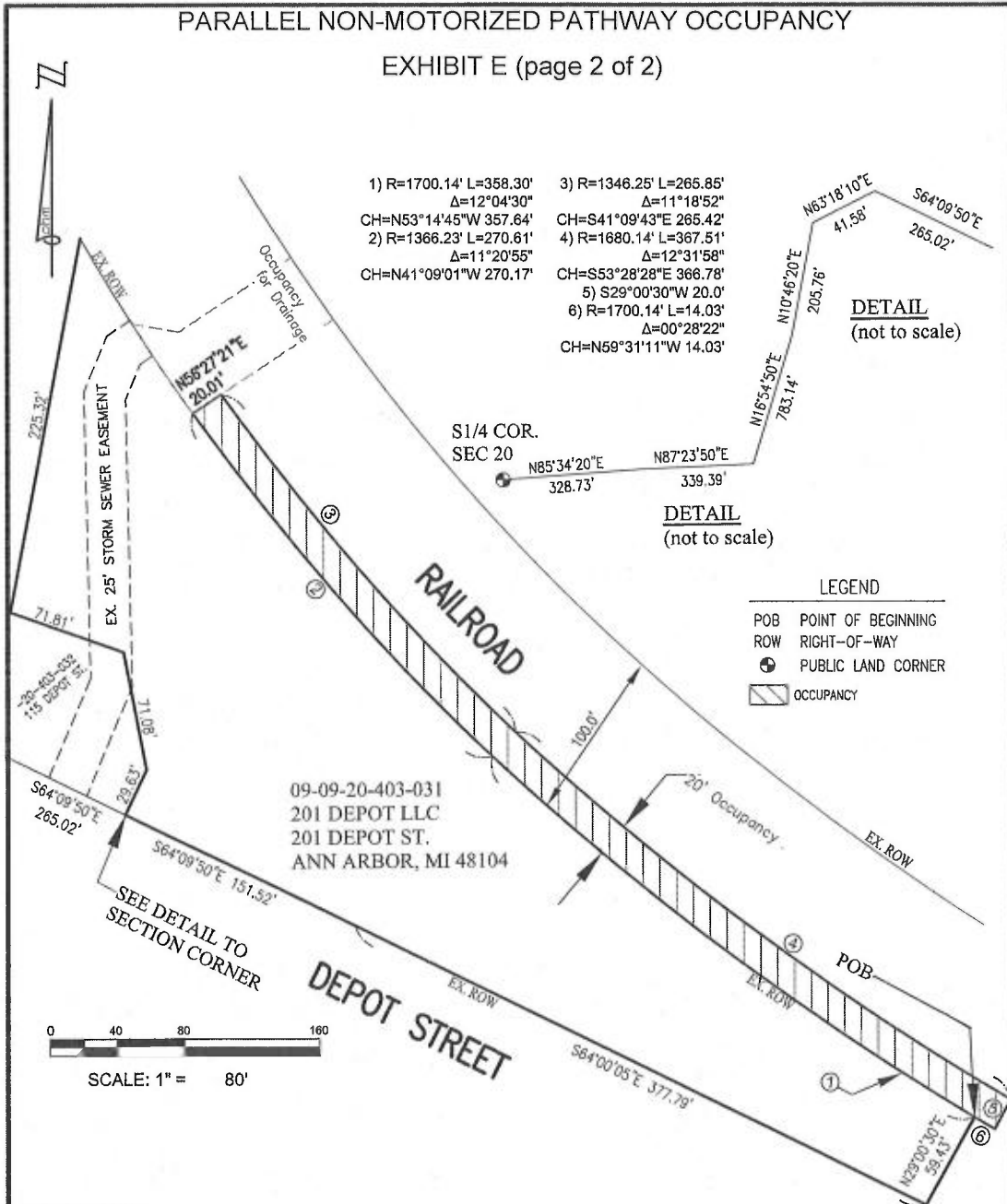
DATE: 01-09-18
DRAWN BY: SH
DWG: 20-403-031

SHEET
1 OF 2

JOB NO.
1022-17-0010

PARALLEL NON-MOTORIZED PATHWAY OCCUPANCY

EXHIBIT E (page 2 of 2)



- 1) R=1700.14' L=358.30' Δ=12°04'30"
- 2) R=1366.23' L=270.61' Δ=11°20'55"
- 3) R=1346.25' L=265.85' Δ=11°18'52"
- 4) R=1680.14' L=367.51' Δ=12°31'58"
- 5) S29°00'30"W 20.0'
- 6) R=1700.14' L=14.03' Δ=00°28'22"

CH=N53°14'45"W 357.64'
 CH=N41°09'01"W 270.17'
 CH=S41°09'43"E 265.42'
 CH=S53°28'28"E 366.78'
 CH=N59°31'11"W 14.03'

LEGEND

POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
⊕	PUBLIC LAND CORNER
	OCCUPANCY

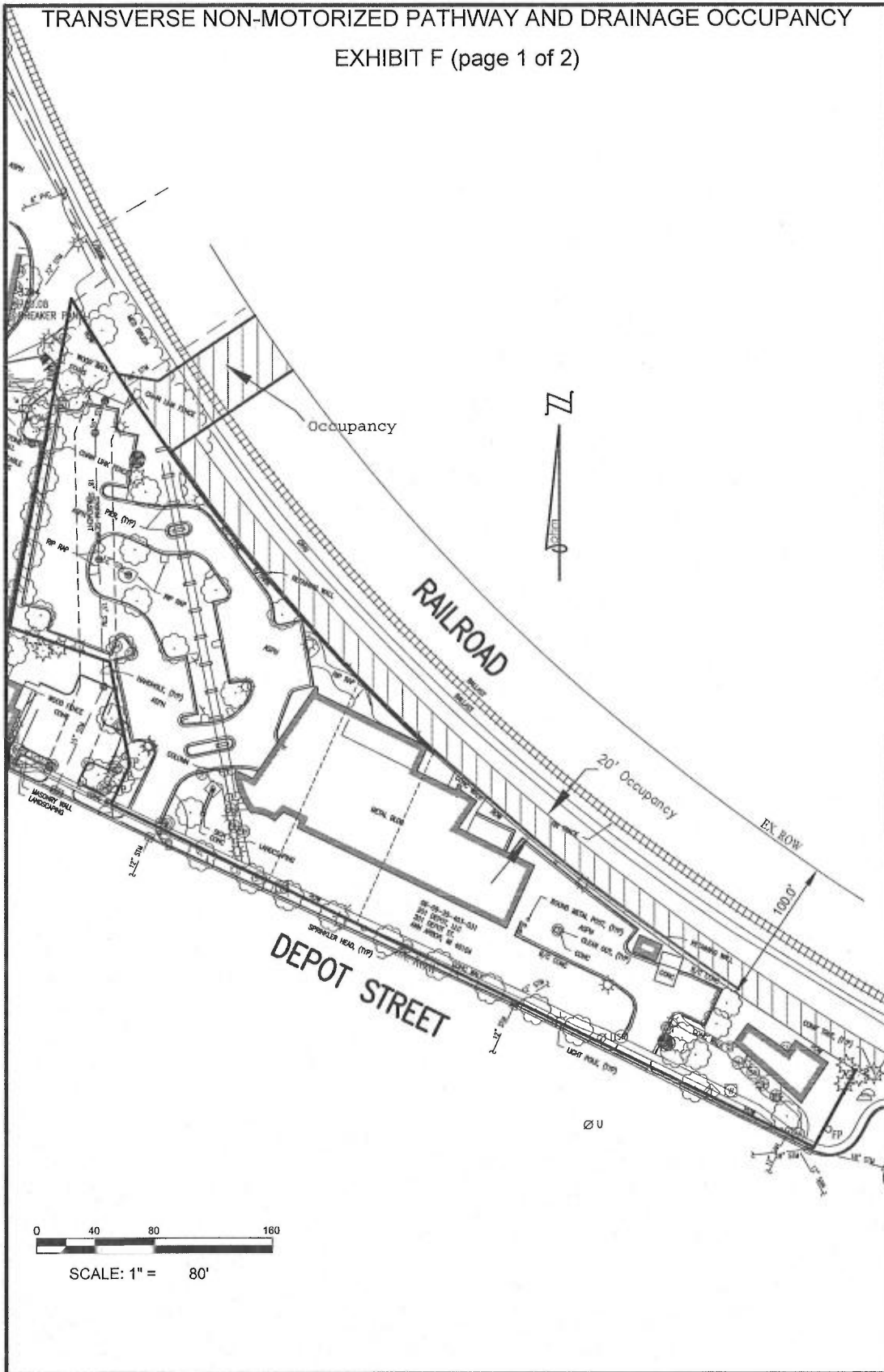
OCCUPANCY

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:
 Commencing at the S 1/4 corner of said Section 20; thence N 85°34'20" E 328.73 feet; thence N 87°23'50" E 339.39 feet; thence N 16°54'50" E 783.14 feet; thence N 10°46'20" E 205.76 feet; thence N 63°18'10" E 41.58 feet; thence S 64°09'50" E 265.02 feet to a point; thence continuing S 64°09'50" E 151.52 feet and S 64°00'05" E 377.79 feet along the Northerly right of way line of Depot Street; thence N 29°00'30" E 59.43 feet to the Point of Beginning; thence along the Southerly Railroad right of way line the following two (2) courses: 358.30 feet along a curve to the right having a radius of 1700.14 feet, delta 12°04'30", chord bears N 53°14'45" W 357.64 feet and 270.61 feet along a curve to the right having a radius of 1366.23 feet, delta 11°20'55", chord bears N 41°09'01" W 270.17 feet; thence N 56°27'21" E 20.01 feet; thence 265.85 feet along a curve to the left having a radius of 1346.25 feet, delta 11°18'52", chord bears S 41°09'43" E 265.42 feet; thence 367.51 feet along a curve to the left having a radius of 1680.14 feet, delta 12°31'58", chord bears S 53°28'28" E 366.78 feet; thence S 29°00'30" W 20.0 feet; thence 14.03 feet along a curve to the right having a radius of 1700.14 feet, delta 00°28'22", chord bears N 59°31'11" W 14.03 feet along the Southerly right of way line of Railroad to the Point of Beginning.
 Contains 12,762 square feet or 0.293 acres of land. Subject to all easements and restrictions of record, if any.

PART OF THE SE 1/4 OF SECTION 20 T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN	34000 Plymouth Road Livonia, MI 48150 p (734) 522-6711 f (734) 522-6427 Advancing Communities
CLIENT: CITY OF ANN ARBOR	DATE: 01-09-18 DRAWN BY: SH DWG: 20-403-031
SHEET: 2 OF 2 JOB NO.: 1022-17-0010	

TRANSVERSE NON-MOTORIZED PATHWAY AND DRAINAGE OCCUPANCY

EXHIBIT F (page 1 of 2)



PART OF THE SE 1/4 OF SECTION 20
 T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY
 TAX ID NO.: 09-09-20-403-031

CLIENT: CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

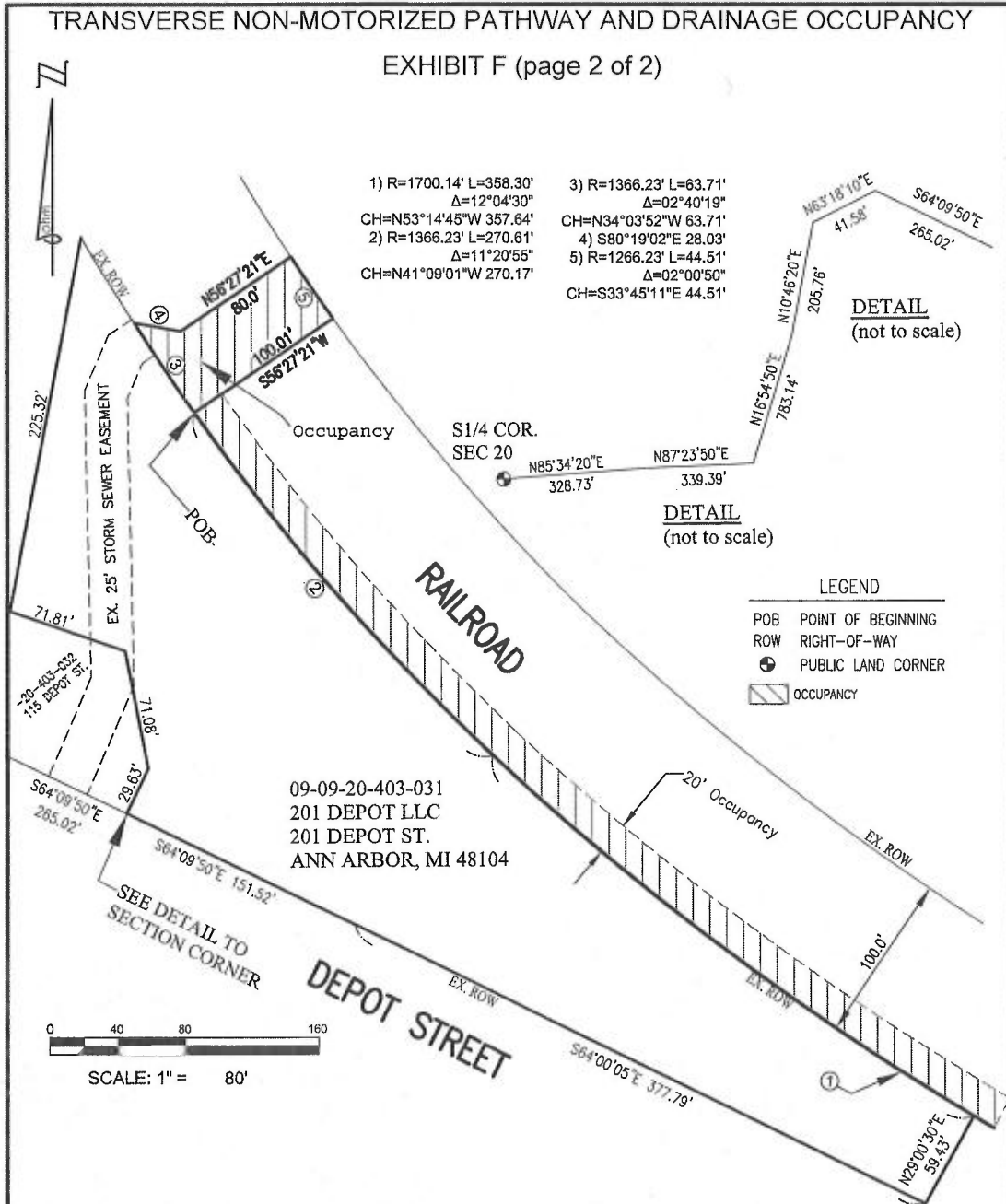
DATE: 01-09-18
 DRAWN BY: SH
 DWG: 20-403-031

SHEET
 1 OF 2

JOB NO.
 1022-17-0010

TRANSVERSE NON-MOTORIZED PATHWAY AND DRAINAGE OCCUPANCY

EXHIBIT F (page 2 of 2)



OCCUPANCY

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 20; thence N 85°34'20" E 328.73 feet; thence N 87°23'50" E 339.39 feet; thence N 16°54'50" E 783.14 feet; thence N 10°46'20" E 205.76 feet; thence N 63°18'10" E 41.58 feet; thence S 64°09'50" E 265.02 feet to a point; thence continuing S 64°09'50" E 151.52 feet and S 64°00'05" E 377.79 feet along the Northerly right of way line of Depot Street; thence N 29°00'30" E 59.43 feet; thence along the Southerly Railroad right of way line the following two (2) courses: 358.30 feet along a curve to the right having a radius of 1700.14 feet, delta 12°04'30", chord bears N 53°14'45" W 357.64 feet and 270.61 feet along a curve to the right having a radius of 1366.23 feet, delta 11°20'55", chord bears N 41°09'01" W 270.17 feet to the Point of Beginning; thence 63.71 feet along a curve to the right having a radius of 1366.23 feet, delta 02°40'19", chord bears N 34°03'52" W 63.71 feet; thence S 80°19'02" E 28.03 feet; thence N 56°27'21" E 80.0 feet; thence 44.51 feet along a curve to the left having a radius of 1266.23 feet, delta 02°00'50", chord bears S 33°45'11" E 44.51 feet; thence S 56°27'21" W 100.01 feet to the Point of Beginning.

Contains 4,661 square feet or 0.107 acres of land. Subject to all easements and restrictions of record, if any.

PART OF THE SE 1/4 OF SECTION 20
 T.2.S., R.6.E., CITY OF ANN ARBOR,
 WASHTENAW COUNTY, MICHIGAN

CLIENT: CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 01-09-18	SHEET	JOB NO.
DRAWN BY: SH	2 OF 2	1022-17-0010
DWG: 20-403-031		