

3. Maintenance of Roadway Traffic
Bear responsibility for all roadway traffic detours, maintenance of roadway traffic, and all other roadway modifications, permanent or temporary, necessary for the **Project**.
4. Schedule & Notification
Provide **Project** construction schedule and notify **Railway** (a) fifteen (15) days prior to the date **Railway** is to provide flagging services and (b) twenty (20) days prior to the date construction is to begin. Thereafter, **County** will implement the entire **Project** in accordance with the mutually agreed upon schedule.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY **RAILWAY** AT **COUNTY** EXPENSE.

1. Engineering and Invoice Preparation
Perform preliminary and special engineering services, including submittal, reviews, project coordination and inspection, including field and office work and preparation of invoices for the **Project**. **County** reserves the right to audit **Railway** invoices.
2. Crossing Surface Installation
The **Railway**, at **County** expense, will take all reasonable steps for the construction of the **Project**, including but not limited to the installation of full depth concrete tub style surface (including new ballast, ties, crossties, rail, OTM) to accommodate the **County's** rehabilitation of the vehicular crossing of Briggston Road with the **Railway** for the **Project**, as shown in **Exhibit A**.
3. Roadway Warning Device Installation
The **Railway**, at **County** expense, will take all reasonable steps for the construction of the **Project**, including but not limited to the installation of new automatic warning devices (including new lights and gates, bells, control bungalow, and other necessary circuitry to provide advance train warning to the traveling public)
4. Flagging
Railway will schedule and perform flagging and furnish requested services and devices during construction operations of **County** or its contractor, as deemed necessary by **Railway**. Any flagging cost or protective services performed by **Railway** or its contractor shall be at **County's** expense.

C. COSTS AND PAYMENTS.

Railway's financial contribution to the total **Project** cost shall be 0 percent (0%) of the total **Project** cost, or 0 dollars (\$0) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total **Project** cost may be modified by amendment with the mutual consent of **County** and **Railway**. In the interest of clarity and to avoid ambiguity, the flagging and protective services provided by **Railway** pursuant to Section I.B. above are included in the total **Project** cost.

II. Construction Plans and Specifications

County or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by **County** or its contractors and submitted to **Railway** for approval of those