F 012-2(12)
West 6th Avenue

3061

SUPPLEMENTAL AGREEMENT, Made this 31st day of January, 1967, by and between the DEPARTMENT OF HIGHWAYS of the STATE OF COLORADO (hereinafter called the "Department"); THE COLORADO AND SOUTHERN RAILWAY COMPANY, a corporation of the State of Colorado (hereinafter referred to as the "C&S") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation of the State of Kansas (hereinafter referred to as the "AT&SF"), hereinafter referred to collectively as the "Railroads", WITNESSETH:

R E C I T A L S

WHEREAS, under authority of the laws and statutes of the United States and of the State of Colorado, the Department has allocated funds for the purpose of reconstructing and widening a portion of Federal Aid Primary Route No. 12, State Highway No. 182 (U. S. 6), locally identified as West 6th Avenue, in the City and County of Denver, State of Colorado; and

WHEREAS, included in subject improvements is the widening of the existing railroad overpass in the vicinity of the West 6th Avenue - Interstate 25 Interchange, C&S Milepost 2 plus 1594.3 feet and AT&SF Milepost 734 plus 4808.5 feet, which said overpass was constructed during 1957 under Department's Project No. UI 002-2(30), overpassing C&S perpetual Easement E 13, said Easement occupied by the C&S Mainline and passing track and the Mainline track of AT&SF; and

WHEREAS, the Department and the C&S, and AT&SF under date of August 24, 1956, entered into an Agreement identified in Department's files under Colorado Project No. UI 002-2(30), which provided, among other things, for the Department to construct, operate and maintain grade separation structures affecting C&S and AT&SF trackage in the locations aforesaid; and

WHEREAS, the Department has prepared plans, specifications and estimates, which plans as appurtaining to the widening of existing overpass structures over and across properties owned by the C&S and occupied by each of the Railroads as aforesaid have been examined and approved individually as their respective interests may appear as to general layout and clearances, representative sheet marked Exhibit "A" hereto attached and made a part hereof; and

WHEREAS, in the interest of public safety and convenience, the Department desires to widen aforesaid overpass structures, utilizing available Federal and State of Colorado funds under the project designation Colorado Project No. U 012-2(13), and in accord with the Department's plans and specifications therefor, said plans and specifications being made a part hereof by reference the same as if attached hereto; and

WHEREAS, to set out the understandings of the Department, the C&S and the AT&SF with respect to all of the aforesaid subject matter this SUPPLEMENTAL AGREEMENT is made.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and the faithful performance thereof, the parties hereto promise and agree as follows:

ARTICLE I

AGREEMENTS ON THE PART OF THE DEPARTMENT

1. ADVERTISEMENT FOR BIDS - CONTRACT. Department agrees to furnish plans and specifications, to advertise for bids and to enter into contract for all work in accordance with this contract, of which said plans and specifications are a part, which said plans and specifications will have been approved by the Bureau of Public Roads, (hereinafter called the "Bureau"), the Railroads and the Department prior to award of any construction contract by the Department.

2. CONSTRUCTION BY DEPARTMENT. The terms "C&S properties" or "C&S property" as used hereinafter shall be understood to be all inclusive of (1) the land, tracks and railroad facilities of C&S and/or (2) the track and railroad facilities of AT&SF located on C&S property in the area of the above-designated locations of either or both Railroads. Department agrees to perform or cause to be performed, at its own expense, in manner acceptable to the Railroads, all work on C&S properties relating to widening of the existing highway overpass structures and to the highway, and grading and paving thereof, including drainage in accordance with said plans and specifications.

3. SUPERVISION BY DEPARTMENT. Department agrees to maintain direct supervision over the operations of all its Contractors and Subcontractors performing work upon C&S properties.

4. PLANS AND SPECIFICATIONS. All work performed on C&S properties pursuant to this Supplemental Agreement shall be done strictly in accord with said plans and specifications as heretofore or hereafter approved in writing by the Department, the Bureau and the Railroads; but, notwithstanding any consents or approvals given by the Railroads, the Department shall be liable and responsible for the structural design, details of the widening of the overpass structures and highway approaches. No work upon C&S properties not contemplated by said plans and specifications shall be done or performed except by and with the prior written consent of C&S, or AT&SF, or both, as the case may be.

5. CONTRACTOR'S DEFAULTS AND OMISSIONS. Department shall be responsible for correction or elimination of the defaults or omissions of its Contractor or any Subcontractor in respect of its or their performance under this contract. Whenever the term "Contractor" appears hereinafter, it shall be interpreted as the Department's Contractor and Subcontractors performing work upon or in close proximity to the properties of C&S and facilities of either C&S or AT&SF, or both.

6. CONTRACTOR'S OPERATIONS. In consideration of the premises and of the rights granted by the Railroads to the Department in Article II, Paragraph 1, hereof, the Department agrees to require its Contractor to keep and perform the following covenants, conditions and stipulations:

A. Notice. Contractor shall give written notice to (1) the Assistant Chief Engineer, The Colorado and Southern Railway Company, C. A. Johnson Building, Denver, Colorado 80202; and (2) the Chief Engineer, The Atchison, Topeka and Santa Fe Railway Company, Eastern Lines, Topeka, Kansas 66612, at least ten (10) days in advance of the date on which Contractor expects to begin work on C&S properties.

B. Care in Performance. During the entire progress of the work Contractor shall maintain direct contact and liaison with such Railroad Officers as shall be designated by the parties so as to ascertain time of passage of trains and clear tracks and facilities of men, equipment and obstructions to permit free flow of rail traffic.

Contractor shall perform all work on said premises without interference with tracks, structures and facilities, operations or the operations of said premises, except under specific arrangements effected between Contractor and said parties. Contractor shall use the utmost care in protecting C&S properties and in avoiding accidents, and shall keep all track and grade free of earth, rock, construction materials, debris and obstructions in any manner deposited by reason of Contractor's operations, so as to permit safe and expeditious movement of rail traffic.

C. Contractor's Methods and Procedures. Unless methods and procedures are provided for in the plans and specifications approved by the parties and the Department, Contractor and Railroads shall agree, in advance of Contractor's performing the work, upon methods and procedures covering all construction on C&S property, and, when required by Railroads, Contractor shall submit such proposals in writing. Contractor shall at all times keep covered all pits or openings near or under tracks, except during the time required for actual operations in making such pits or openings and performing work therein. No provisions of this paragraph shall be construed as relieving Contractor of or subjecting AT&SF, C&S or Department to any responsibility or liability for Contractor's operations, methods and procedures.

D. Insurance. Department agrees to procure from its Contractor certificates and policies of insurance in a company or companies acceptable to the parties and containing provisions acceptable to EACH of said Railroads which provides indemnification measures covering all of Contractor's operations on or in close proximity to properties and facilities of the C&S and facilities of the AT&SF, as follows:

(1) Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000) for all damages arising out of injury to or destruction of property

in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of injury to or destruction of property during the policy period.

(2) Contractor's Protective Public Liability and Property Damage Liability Insurance: Providing for a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and regular Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000) for all damages arising out of injury to or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of injury to or destruction of property during the policy period.

(3) Railroad's Protective Liability and Property Damage Insurance: Providing for a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, total limits of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and regular Protective Property Damage Insurance providing for a limit of not less than Two Hundred Fifty Thousand Dollars ($250,000) for all damages arising out of injury to or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of injury to or destruction of property during the policy period.

Said policy or policies of Railroad Protective Liability and Property Damage Insurance, naming The Colorado and Southern Railway Company and The Atchison, Topeka and Santa Fe Railway Company as the insureds, shall contain properly executed standard form, labeled "RAILROAD PROTECTIVE LIABILITY FORM", dated August 1, 1958, endorsed by the Executive

Committee of the American Association of State Highway Officials; a representative copy of which said standard form is attached hereto and made a part hereof.

(4) Workmen's Compensation Insurance in Statutory Limits.

All certificates and policies of insurance required hereunder shall fully provide the types and scope of coverages prescribed in Bureau's Policy and Procedure Memorandum 20-12, dated March 5, 1959, by reference made a part hereof, to the maximum limits herein specified for EACH of the named insureds. The insurance hereinabove specified shall be carried until all work on C&S properties required to be performed under the terms of this contract is satisfactorily completed as evidenced by the formal acceptance of all of the same by the C&S and by the Department.

E. Clearances. Department shall not permit its Contractor to place or permit to be placed or to remain in place any construction forms or scaffolding closer than ten (10) feet from the centerline of any track nor at elevations less than twenty (20) feet above the top of rails. Contractor shall not place equipment or piles of construction materials between tracks nor closer than ten (10) feet to the nearest rail of any track. For all fixed obstructions, the Department will require its Contractor to maintain vertical and horizontal clearances equal to, or greater than, present structures. In any event the structure shall not be placed closer to Railroads tracks than the clearances specified by Colorado Public Utilities Commission Clearance Regulations of June 1, 1952, or any supplements or amendments thereto dated prior to date of this contract.

F. Crossings and Roadways. No new crossing at grade of Railroads tracks or roadways on C&S property shall be established or used by Contractor except by Agreement between Contractor, AT&SF or C&S, as the case may be, at such places, and under such flag protection or protective devices as shall be approved or designated by the C&S. C&S may perform all or any part of the work incident to establishing any such crossings at grade of roadways or of removing the same and restoring its tracks and roadbed, or may require Contractor to perform all or any portion of such work. Department

will require its Contractor to maintain any such crossing(s) so established in first-class condition at all times and to keep flange-ways free from ice, snow, dirt, rock and debris and to install, operate, maintain and remove in manner satisfactory to the Railroads suitable barricades adequate to prevent unauthorized vehicles or equipment from using such crossings or roadways. All cost and expense incident to establishment, maintenance, operation and removal of any such crossing(s) or roadway(s) and barricades, whether the work be performed by C&S or by Contractor, shall be borne and paid by Contractor. Notwithstanding anything elsewhere contained in this contract, it is understood and agreed that Department will require its Contractor to at no time cross Railroads tracks with vehicles or equipment of any kind or character, except at existing public crossings or at crossings established as provided for in the preceding paragraph.

G. Utilities. Department will require its Contractor to take such measures as may be agreed upon between the parties aforesaid and the Department respecting utilities located upon C&S properties. It is understood and agreed that the owner of any utility in, on or above C&S properties retains the right to move, repair, recondition or relocate the same. If during progress of the work, Department or Contractor shall discover any utility not specifically mentioned and provided for elsewhere in the documents constituting the Department's contract with the Contractor which utility has to be moved, repaired, reconditioned or relocated because of the construction of this project, Contractor shall initiate immediate notice thereof to the C&S and/or AT&SF and Department will furnish directions respecting the same; but, unless otherwise agreed upon between Department and the Railroads, Department will permit its Contractor to make only such temporary or emergency repairs as may be required to protect and safeguard the utility and the Railroads as are necessary prior to commencement of work thereon by the owner of the utility or by the Railroads. Whenever or wherever such operations are undertaken by the owners of the utility or by the Railroads, the Department will require its Contractor to cooperate to the extent that ample protection of the work will be provided to the end that the entire improvement contemplated by this Agreement may be expedited to the best interests of all concerned. The terms "utility" and "utilities" as used herein include all properties and facilities of any person, firm

or corporation constituting any part of the utility system, including, but not limited to, pipe lines, tube lines, water and gas mains, electrical conduits, sewer pipes, overhead wiring, and supporting structures and appurtenances.

H. Protective Services and Devices - Notice. Department will require its Contractor to reimburse the C&S for all costs of flagging and other protective services for protecting Railroads property and traffic made necessary or occasioned by Contractor's operations under this contract. The property upon which all tracks aforesaid are located is owned by the C&S. The C&S will furnish, at the sole cost and expense of the Department, such switch tenders, flagmen, telegraph and telephone operators, construction inspectors and other services, as in the judgment of C&S are required to insure the safety and continuity of rail traffic during Contractor's operations. All flagging and protective services shall be performed strictly in accordance with directives and instruction issued by the C&S.

Department will require its Contractor to confer with C&S prior to commencing any operations on C&S premises, with respect to the protective service and devices which will be required, and Department will permit its Contractor to use said C&S right of way and property and to cross Railroads tracks, in performing its said contract with said Department, only in the manner, and at such times and locations, and under such protective measures as are designated by the Chief Engineer of AT&SF or the Assistant Chief Engineer of C&S, as the case may be, or his or their duly authorized representatives.

Department will require its Contractor to notify Railroads, in writing, seventy-two (72) hours in advance of commencing any operations on Railroads properties which require protective services or devices.

In consideration of the requirements of Bureau's Policy and Procedure Memoranda 21-10(5) dated January 16, 1961, and 30-3, dated October 15, 1966, each made a part hereof by reference, the Department agrees that any contract for construction it awards to any Contractor shall include in the Special Provisions for the project the following general information:

(1) The pertinent provisions of this Agreement applicable to the protective services the C&S will require during periods of hazardous conditions created during performance of the work.

(2) A list of the numbers and the classifications of C&S employees that may be furnished during progress of the work and the applicable rates of pay of such employees and other charges that are to be an obligation of the Contractor for direct reimbursement to the C&S.

(3) The times and manner in which C&S will submit its billings to the Contractor.

I. Delay to Trains. Department shall hold Contractor responsible to EACH of the Railroads and its or their tenants for all damages for delays which may be sustained by either of said Railroads or its or their tenants, its or their employees, passengers, or freight in its or their care, caused by any interference which could have been avoided by proper handling of said work.

J. Reimbursement of C&S by Contractor. Department warrants that it will require its Contractor to reimburse the C&S for the cost of all services and materials supplied to and work performed for the Contractor, and for insurance premium payments advanced for the insurance coverage herein provided, within Thirty (30) calendar days after the C&S has formally billed said Contractor; provided, however, that the C&S shall have presented its final billing for all eligible charges within One Hundred Twenty (120) calendar days after completion of the work to which this Supplemental Agreement applies.

K. Subcontractors. All of the limitations and obligations imposed upon the Contractor by the Department and all rights reserved hereunder to Railroads by Department shall apply with equal force and effect to any Subcontractor performing any part of the work contemplated hereunder upon C&S property. Department will hold its Contractor primarily liable and responsible to the Railroads for all acts or omissions of any Subcontractor employed upon C&S properties. Nothing herein contained shall be construed so as to preclude the named insureds from proceeding against Contractor and any Subcontractors individually or collectively.

Any Subcontractor whose operations are not covered by the insurance provisions of Article I, Paragraph 6-D hereinabove will not be permitted to work upon, nor in close proximity to, C&S properties.

7. MAINTENANCE. Upon completion of the widening of said structures (including superstructures, piers, abutments, approaches and backfill), highway and drainage required by reason of said structures and highway, Department shall and will, at its sole cost and expense, maintain the same in first-class condition and repair and renew the same whenever necessary. This requirement shall not impose upon Department any responsibility for care or maintenance of Railroads' tracks, appurtenances and roadbed nor for care or maintenance of pre-existing drainage not occasioned by the highway construction herein described.

8. REIMBURSEMENT BY DEPARTMENT. Department agrees to reimburse C&S for all work performed by C&S for itself or in behalf of AT&SF for Department, and warrants reimbursement of C&S by the Contractor in payment for work performed for Contractor, including cost of protective services and devices; such services and devices to embrace those referred to in this Article I, Paragraphs 6-F, 6-H and 6-J. Such costs reimbursable by Department shall be determined in accordance with Bureau's Policy and Procedure Memorandum 30-3, dated October 15, 1966 and subsequent amendments thereto. Labor charges for services performed by C&S personnel will be in accord with working agreements between C&S and its employees. Department agrees to reimburse the C&S for any and all work performed for the Department, including preliminary engineering and temporary and permanent changes in signal and communications lines made necessary by reason of the highway construction contemplated herein.

9. ABANDONMENT OF STRUCTURES AND HIGHWAY. If at any time the said highway and/or structures located on C&S properties shall be abandoned or shall cease to be used as a public highway, the license hereby granted shall terminate; and, in that event, Department at its sole cost and expense, agrees to remove said structures and restore C&S property to its first and former state and condition as nearly as possible.

ARTICLE II

AGREEMENTS ON THE PART OF THE RAILROADS

1. The C&S and AT&SF, without consideration other than the performance of this Supplemental Agreement by the Department, hereby license the Department to widen the existing railroad overpass structures on West 6th Avenue, State Highway No. 182 (U.S. 6), which said structures overpass the C&S Mainline and passing tracks at C&S Milepost 2 plus 1594.3 feet and AT&SF Mainline track at AT&SF Milepost 734 plus 4808.5 feet, all situate on the property of the C&S, in the City and County of Denver, State of Colorado, and thereafter to maintain, repair, renew and use said widened structures, approaches and highway provided by prior Agreement referred to in the Recitals

hereof and by this Supplemental Agreement. The C&S reserves to itself, its successors and assigns, notwithstanding the license hereby granted, the perpetual, continued, uninterrupted and unlimited right to use its properties and facilities, and the facilities of AT&SF, at subject locations for railroad purposes not inconsistent with the maintenance and use of said highway improvements, including, but not limited to, the right to construct, operate and use any of said property for additional railroad tracks and other railroad facilities, and also reserve the right to use its, or their, right of way, property, and rail facilities located thereon for other purposes not inconsistent with the maintenance and use of said widened highway; and also reserve the right to grant to others the right to use its, or their, right of way, property, and rail facilities located thereon for other purposes not inconsistent with the maintenance and use of said widened highway.

C&S properties to be used for construction, operation and maintenance of grade separation structures and highway approaches thereto, as licensed above, are described by metes and bounds descriptions on Exhibit A hereof.

2. CHANGES IN C&S FACILITIES. At the Department's expense the C&S agrees to make any and all temporary or permanent changes and modifications in signal and communications lines that may be necessary to permit widening and continuing maintenance of the highway and the highway overpass structures, in accordance with said plans and specifications, except grading, surfacing and backfilling, as provided for in preceding Article I, Paragraph 2 hereof.

3. INSURANCE - NOTICE TO DEPARTMENT. Department has agreed that no Contractor or Subcontractor of the Department shall enter upon or perform any work contemplated by this Agreement upon C & S properties unless or until the insurance specified in Article I, Paragraph 6-D hereof shall be delivered to and accepted by the Insurance Department's of the AT&SF and of the C&S respectively, and all such insurance shall be kept in full force and effect during all times any such work is being performed on C&S property by any Contractor or Subcontractor. Railroads agree to notify Department within twenty (20) days following delivery of said certificates and policies of insurance to their respective Insurance Department whether said insurance has been accepted or rejected, and, failing so to do, will be deemed to have accepted such Insurance. Railroads further agree to notify Department promptly upon receipt of advice by their respective Insurance Departments that any of the insurance specified has been or may be canceled during the progress of the work.

4. CONTRACTOR'S METHODS AND PROCEDURES - NOTICE TO DEPARTMENT. Railroads agree to advise Department whether or not Contractor's proposed methods and procedures for performing the work on C&S properties, as provided in Article I, Paragraph 6-C, are satisfactory; and, failing so to do, the Railroads will be deemed to have accepted same.

5. RIGHT TO STOP WORK. If any Contractor or Subcontractor employed upon C&S properties pursuant to this Agreement, shall prosecute the work thereon contrary to Department's plans and specifications, or if such Contractor or Subcontractor shall prosecute the work in a manner deemed by AT&SF or C&S, as the case may be, to be hazardous to its, or their, property and facilities or the safe and expeditious movement of its, or their, traffic, or if the insurance prescribed in Article I, Paragraph 6-D hereof shall be canceled during progress of the work, AT&SF or C&S, as the case may be, shall have the right to stop the work until the acts or omissions of such Contractor or Subcontractor have been fully rectified to the satisfaction of the Railroads, or additional insurance has been delivered to and accepted by the Railroads. No such work stoppage shall give rise to or impose upon the Railroads, collectively or individually, any liability to Department or any Contractor or Subcontractor. In the event either of the Railroads shall stop the work upon its property, immediate notice thereof shall be given to Department's Chief Engineer at Denver, Colorado.

6. SPECIAL PROVISION REQUIREMENTS. In conformity with the requirements of the Bureau's Policy and Procedure Memoranda 21-10(5) dated January 16, 1961, and 30-3 dated October 15, 1966, each by reference made a part hereof, the C&S agrees to furnish the Department the information set forth in Article I, Paragraph 6-H hereof, which said data will be included in the Department's Special Provisions for the project.

7. C&S BILLING TO CONTRACTOR. C&S agrees that for all eligible charges for which the Department's Contractor shall be required to make reimbursement that C&S will present its final billing for such charges to the Contractor within One Hundred Twenty (120) calendar days after completion and acceptance of that portion of the work on or within C&S properties to which this contract applies.

8. CIVIL RIGHTS. In compliance with Title VI of the Civil Rights Act of 1964 the Railroads, for themselves, their assignees and successors in interest, agree as follows:

A. Compliance with Regulations: The Railroads will comply with the Regulations of the Department of Commerce relative to nondiscrimination in Federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The Railroads, with regard to the work performed by them after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Railroads will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

C. Solicitation for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Railroads for work to be performed under a subcontract, including procurements of materials or equipment, each potential Subcontractor or supplier shall be notified by the Railroads of the Railroads obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

D. Information and Reports: The Railroads will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to their books, records, accounts, other sources of information, and their facilities as may be determined by the Department or the Bureau to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Railroads is in the exclusive possession of another who fails or refuses to furnish this information, the C&S or the AT&SF shall so certify to the Department, or the Bureau as appropriate, and shall set forth what efforts have been made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Railroads noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Bureau may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Railroads, or either of them, under the contract until the C&S or the AT&SF complies, and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Railroads will include the provisions of Paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Railroads will take such action with respect to any subcontract or procurement as the Department or the Bureau may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however,

that, in the event the Railroads, or either of them, becomes involved in, or are threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Railroads may request the Department to enter into such litigation to protect the interests of the State of Colorado and the Department, and, in addition, the Railroads may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE III

APPROVAL - CANCELLATION - APPLICATION TO PUBLIC UTILITIES COMMISSION

1. FEDERAL AID PROJECT. It is understood that the project herein contemplated is to be financed in part from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, authorizations, awards of contracts, acceptances of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approvals applying to it as a Federal project.

2. NO BENEFITS TO RAILROADS. Under the provisions of the Federal Highway Act of August 27, 1958, Title 23 USC, Section 130(b), and in accordance with Paragraph 5b(2) of the Bureau's Policy and Procedure Memorandum 21-10, dated October 3, 1958, and amendments thereof, hereby made a part hereof by reference, it is understood and agreed by the parties hereto that the improvement herein provided is of no benefit to C&S and to AT&SF and that no assigned liability to C&S and AT&SF shall be assigned.

3. CANCELLATION. In the event delays, expenses or difficulties arise in securing necessary Federal authorizations and approvals, or in acquiring necessary right of way, or in settling damages or damage claims, or for any other reason, which, in the opinion of the Department, render it impracticable to utilize Federal funds from the current appropriation for the construction of the project, then at any time before actual construction is started pursuant to proper Federal approval or authority, the Department may serve formal notice of cancellation upon the AT&SF and C&S and this Supplemental Agreement shall thereupon become null and void. In the event of any such cancellation the Department agrees to reimburse the Railroads for all preliminary engineering expenses incurred by said Railroads prior to the effective date of such cancellation.

4. APPROVAL BY PUBLIC UTILITIES COMMISSION. The provisions of this Agreement, other than for the preparation of plans and specifications for constructing the widening of said grade separation structures shall not become effective unless and until the plans and specifications therefor have been approved and authorized by the Public Utilities Commission of the State of Colorado.

5. APPLICATION TO PUBLIC UTILITIES COMMISSION. The Department shall make application to the Public Utilities Commission for its approval and the parties hereto shall cooperate in presenting all matters involved to said Commission at the hearing on such application.

6. APPROVAL BY STATE CONTROLLER. This Agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or by such assistant as he may designate.

7. FUNDS. The obligations of the Department hereunder, as set forth in the cost estimates attached hereto, shall be paid from STATE HIGHWAY SUPPLEMENTARY FUND (4-2414).

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in triplicate by their proper officers, and it shall be binding upon the parties hereto, their successors and assigns, from the day and year first above written.

ATTEST:

Chief Clerk

DEPARTMENT OF HIGHWAYS
STATE OF COLORADO

By

CHAS. E. SHUMATE
Chief Engineer

ATTEST:

Secretary

THE COLORADO AND SOUTHERN RAILWAY COMPANY

By

Vice President

APPROVED:

Assistant Chief Engineer

General Attorney

ATTEST:

Assistant Secretary

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By

Vice President

APPROVED:

State Purchasing Agent

APPROVED AS TO FORM:
DUKE W. DUNBAR
Attorney General

By

~~Deputy~~ Attorney General

APPROVED:

State Controller

APPROVED:

Governor

4/10/67

Examined and Approved: _____
(Date)

Division Engineer

FORM 2778B

EXHIBIT B

Burlington Lines

ESTIMATE SHEET

A.F.E. No.
Est. No.
Date October 3 19 66
Plan No.
Val. Sec. Colorado 5
Acct. Div. Denver Yard
Prepared by W.E.P.
Checked by
Sheet No. 1 of 1

Estimate of Cost of Material and Labor furnished by the C&S Railway Company in connection with the widening of existing Highway Overhead Structures on West 6th Ave. at MP 2.37, Colo. Pro. No. F 012-2(12) Denver, Colorado

Acct No.		Unit	No. of Units	LABOR Unit Cost	LABOR Total	MATERIAL Unit Cost	MATERIAL Total	GRAND TOTAL
	(a) Temporary Relocation of Communication Facilities							
	(b) Temporary Relocation of Signal Facilities							
	(c) Replace Communication Facilities in Permanent Location							
	(d) Replace Signal Facilities in Permanent Location							
	Material and Labor to be Furnished by the Railway and Paid For by the Government on Cost Basis. Actual Cost to the Government to be Established by Final Billing From The Railway Company.							
709	Accrued Accounts Receivable							
	Relocate Communication Facilities (Temp)	Lot	1		400		800	
	Relo. Signal Facilities (Temp.)	Lot	1		400		800	
	Relo. Comm. Facilities (Perm.)	Lot	1		500		200	
	Relo. Signal Facilities (Perm.)	Lot	1		300		100	
	Total				1,600		1,900	3,500
	Office of Asst. Chief Engineer Denver, Colo. Oct. 3, 1966							

August 1, 1958

COLORADO DEPARTMENT OF HIGHWAYS
4201 EAST ARKANSAS AVENUE
DENVER 22, COLORADO

STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES

RAILROAD PROTECTIVE LIABILITY FORM
(State or Federal Highway Projects)

Including Instructions for
Preparation of Policies by Companies

Endorsed by

The Executive Committee

of the

AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS

STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES

Railroad Protective Liability Form
(State or Federal Highway Projects)

GENERAL INSTRUCTIONS

1. Standard Language

This form is expressed in standard language which may not be amended and no part of which may be omitted except (a) as indicated by these instructions, or (b) as indicated in reference notes shown below referring to specific portions of the form, or (c) by an endorsement which states an amendment or exclusion of some provision of the form in accordance with the provisions of a manual rule, the form of which endorsement has been approved, if required, by the supervising authority of the state in which the policy is issued.

2. Optional Sequence and Arrangement

The several parts of the form, viz. "Insuring Agreements", "Exclusions", "Conditions" and "Declarations" may appear in the policy in such sequence as the company may elect and the sequence and arrangement of the several provisions of those parts are also optional with the company.

3. Descriptive Headings--Identifying or Indexing Designations

The descriptive headings of the parts of the form (as quoted above) and of the major insuring agreements ("Bodily Injury Liability", "Property Damage Liability", etc.) are standard expressions which may not be amended or omitted, but all other identifying or indexing designations (such as "Coverage A", "Defense, Settlement, Supplementary Payments", "Cancellation", etc.), including literal or numerical designations or paragraphs or phrases, may be amended or omitted at the company's option. When such identifying or indexing designations, used for the purpose of reference in the text of the form or any endorsement form applicable thereto, are amended or omitted, descriptive designations shall be substituted therefor.

4. Additional Coverages or Companies, Explanatory or Connective Language

When policies are issued to provide insurance in this form together with insurance covering other risks, the addition of necessary explanatory or connective language which does not amend the expression of this form is permissible and the introductory language of the "Insuring Agreements" which provides for the issuance of a policy by two companies may be used and, if necessary, paraphrased to permit such policies to be issued by more than two companies.

5. Declarations--Including Other Risks

A common set of declarations may be used in those cases where policies in this form are issued with policies covering other risks.

6. Installment Premium Payment

Policies written to provide for payment of premium in installments may provide for lapse or suspension of the policy upon default of payment when due.

7. Addition of Coverage by Endorsement

When insuring agreements and other provisions relating to any particular class of insurance are added to this policy by endorsement, such additional insurance must be expressed in approved standard language relating to the particular class and must be subject to all standard provisions applicable to that class by the expressions of the endorsement or of the policy or of both taken together.

8. Definition of "Standard" and "Approved"

"Standard language" or "approved standard language" when used in these instructions means the form and endorsements either prescribed or approved by the insurance supervising authority of the state in which policy forms and endorsements are approved or prescribed. In those states where supervising authorities do not have the authority to approve or prescribe policies, forms and endorsements, the terms mean the forms and endorsements adopted by the companies for use in such states.

9. Premium Statement

The statement with respect to payment of premium may be amended by and endorsement to make necessary provision with respect to payment of premium, payment of additional premium and return of premium /and dividends/* under the policy.

10. Special Conditions for Mutuals, Reciprocals and Participating Stock Companies

When the policy is issued by a mutual company, a reciprocal association or a participating stock company having special provisions applicable to its membership or policyholders, such provisions, when approved by the supervising authority of the state in which the policy is issued if such approval is required, may be inserted in the policy.

*See General Instruction 10

REFERENCE NOTES

1--Matter in brackets may be included, omitted or amended at the option of the company.

2--The effective hour and date of the policy may be typed or printed in this space.

3--A statement may be added that a definite notation may be made in the premium column to show that a particular coverage is not afforded.

4--Name of company may be shown.

5--The capacity of the person countersigning may be stated.

6--Additional declarations of this type, calling for general information or information regarding installment payment of premium, may be used at the option of the company.

7--The name and location of the company are to be stated. The type of the company and the word used throughout the policy suitably to designate the company are to be stated.

8--The language of this paragraph is optional with the company.

_____
(Company or Companies)

[Railroad Protective Liability Policy No._____
(State or Federal Highway Projects)] 1

DECLARATIONS

Item 1. Named Insured_____

Address_____
(NO. Street Town /or City/ County State)

Item 2. Policy Period: From (See Reference No. 2) _____ to_____
12:01 A. M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated /in Item 6/ 1 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto. (See Reference Note 3.)

Coverages			Limits of Liability
[Company]	4	A Bodily Injury Liability	$ each person $ each occurrence
[Company]	4 &	B Property Damage Liability C And Physical Damage to Property	$ each occurrence $ aggregate

Item 4. Name and Address of Contractor_____

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed_____

Item 6. Designation of the Job Site and Description of Work	Premium Bases	Rates: Coverage A	Rates: Coverages B & C	Advance Premiums: Coverage A	Advance Premiums: Coverages B & C
	Contract Cost	Per $100 of Cost			
	Rental Cost	Per $100 of Rental Cost			

If Policy Period more than one year:

Premium is payable: On effective date of Policy $ 1st Anniversary $ 2nd Anniversary $ 1

Date and Place of Issue _____ 1

Countersigned _____ 19___, at _____ 1 by _____
(See Reference Note 5.)

A. Renewal of policy number.

B. The named insured is a Corporation.

C. Endorsement serial numbers

D. Rating plan or premium discount. 6

(For policy issued by one company)

[_____
(Company)

(A _____ insurance company, herein called the company)] 7

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy:

(For policy issued by two companies)

[_____, and
(Company)

_____
(Company)

(Each a _____ insurance company, herein called the company)] 7

Severally agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy, provided the _____ Indemnity Company shall be the insurer with respect to coverage _____ and no other and the _____ Insurance Company shall be the insurer with respect to coverage _____ and no other:

INSURING AGREEMENTS

1. Coverage A - Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the Contractor or any employee of the Contractor, or by any employee of the governmental authority specified in Item 5 of the declarations, or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B - Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage", arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C - Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions

(a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor - The word "contractor" means the Contractor designated in Item 4 of the declarations and includes all subcontractors of said Contractor but shall not include the named insured.

(c) Designated employee of the insured - The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,
(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or by governmental authority.

(d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy under Coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) To liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) To bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) To bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) Under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) Under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) Under Coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

/The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 apply only to the coverage noted thereunder./ 1.

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the Contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the Contractor specified in the declarations for any such excess; if less, the company shall return to the said Contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability Coverages B and C The limit of liability under Coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under Coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence", the limit of liability under Coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under Coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under Coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests — Coverages A and B — The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice — In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured — Coverages A and B — The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company — Coverages A and B — No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss Coverage C In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal Coverage C If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss Coverage C The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee Coverage C The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance The insurance afforded by this policy is primary insurance.

15. Three Year Policy A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes Notice to any agent or knowledge possessed by any agent or by any other person shallnot effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy /signed by_____ (here insert titles of authorized company officials or representatives); provided, however, changes may be made in the written portion of the declarations by_____ (here insert titles of authorized company representatives) when initialed by such _____ (here insert titles of authorized company representatives) or by endorsement issued to form a part of this policy signed by such_____ (here insert titles of authorized company representatives).

17. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured, Contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Declarations By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representatives and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

(For policy issued by one company)

In witness whereof, the_____ has caused this policy to be signed by its president and a secretary at_____, and countersigned on the declarations page by a duly authorized agent of the company.

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_____ Secretary

_____ President

(For policy issued by two companies)

In witness whereof, the _____ has caused this policy, with respect to coverages _____ and such other parts of the policy as are applicable thereto, to be signed by its president and a secretary at _____, and countersigned on the declarations page by a duly authorized agent of the company. 10

_____ Secretary

_____ President

In witness whereof, _____ has caused this policy, with respect to coverages _____ and such other parts of the policy as are applicable thereto, to be signed by its president and a secretary at _____ and countersigned on the declarations page by a duly authorized agent of the company.

_____ Secretary

_____ President