

Grading contract.

1. In consideration, and under the terms and conditions stated below, contractor agrees to furnish all equipment and drivers, labor, and necessary equipment, and do such grading work between _____ and _____ necessary for preparing the roadbed of the railroad for ballast, as the engineer of the railroad may direct. Where work is to be performed on a daily basis, _____ hours of work shall constitute a day. Work undertaken must be begun within _____ days from the date contractor is notified to do so, and it must be diligently prosecuted as requested by railroad until completed within not exceeding _____ working days from the date work is commenced. All work shall be done in accordance with the drawings, specifications, or instructions that may from time to time be given to contractor by railroad, which may be attached to this contract as an exhibit, or be furnished from time to time in the future.

No claim for overtime or force account by contractor or others engaged in this work will be honored or paid by railroad unless a request has been made in writing by a duly authorized representative of railroad, and the request has been granted in writing.

2. As considerations for the work, railroad agrees to pay contractor as follows: _____ per hour for each combination of equipment and driver used.

Where work is performed on a daily basis, and contractor is prevented from working a full day, as provided for above, from any cause whatsoever, contractor shall receive a proportionate amount of the daily rate as the number of hours actually worked bears to the total number of hours representing a day's work. Before any payment is made the work shall have been inspected and accepted by a duly authorized representative of railroad, and, if it is not up to the railroad's requirements, it shall be made so by contractor at his [her] expense.

Contractor shall furnish satisfactory evidence to railroad if requested to do so, that the work undertaken and performed is free from any and all liens for amounts due, or claims to be due for labor performed, or materials or tools furnished contractor in the performance of the work.

Contractor agrees to indemnify and save harmless railroad from all claims or demands for labor performed, or to be performed, or materials furnished, for the work.

If, in the judgment of railroad's superintendent, the work undertaken is not being performed by contractor in strict accordance with the plans, specifications, or instructions that may have been given, or if contractor does not use due diligence toward completing the work in the time specified above, railroad shall have the right to terminate this contract and proceed with the work in such manner as it may desire, and contractor shall be paid for the proportionate amount of work completed at the time of cancellation of this contract, less any deductions that may have been made to insure railroad against loss of time or expenses in the completion of this work, and railroad shall not be held liable for any loss or damage to contractor on account of the cancellation of this contract.

3. It is agreed that contractor and his [her] employees, or others engaged in, on, or about the work, except employees regularly on the payroll of railroad, are in no way agents or representatives of railroad but that contractor is an independent contractor, and that such persons as may be on or about the work are there at his [her] sole risk, and with his [her] permission, and should contractor or any of his [her] employees, or others, on or about the work, be killed or injured, or should any property, including equipment of contractor or of others, be damaged or destroyed during the progress of the work, contractor assumes sole liability, and agrees to protect and save railroad harmless from all claims, demands, or suit, and all expenses or losses resulting from the injury or damage.

Railroad will furnish no transportation for workers or materials, equipment, or tools for contractor as part consideration for this contract, except upon payment of regular tariff rates.

4. Contractor guarantees the workmanship furnished by him [her] in fulfilling this contract to be first class in execution and quality.

The term "his" ["her"] as used in this contract includes corporations as well as persons and firms.