

State of Wisconsin/Department of Transportation

AGREEMENT FOR HIGHWAY - RAILROAD  
GRADE CROSSING SURFACE

PROJECT I.D. 6997-05-32  
Mountain Bay Trail  
(WCL Crossing)  
City of Shawano  
Shawano County

This Agreement, by and between the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development, hereinafter referred to as the "State" and the Wisconsin Central Ltd. hereinafter referred to as the "Company", provides for the performance of certain work described below by the Company on the above project.

WITNESSETH

WHEREAS, the Wisconsin Commissioner of Railroads has determined under Section 195.28 and 195.29, Wisconsin Statutes that the trail-railroad grade crossing of the Company's Shawano line and the Mountain Bay Trail located in the City of Shawano, Shawano County, needs to be established pursuant to his Order dated September 6, 2001 in Docket # 9164-RX-456; and

WHEREAS, the STATE desires to finance the establishment of the highway-railroad grade crossing surface with local funds as provided under Section 84.03, Wisconsin Statutes; and it deems it more feasible and advantageous for highway purposes to have certain parts of the project work performed by the COMPANY directly and without bids pursuant to Section 84.06(4), Wisconsin Statutes.

NOW, THEREFORE, in consideration of the premises and of their mutual and dependent agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. STANDARD PROVISIONS. The work to be performed by the Company described below shall be done in accordance with the provisions contained herein and the "Standard Provisions", dated April 10, 2001, Exhibit "A", attached hereto and made a part of this Agreement.

2. WORK TO BE PERFORMED BY THE COMPANY. (a) As necessary remove and replace cross ties, ballast and associated track material and install flange and guard timbers extending the full 32 feet across the Multi-use Trail and Snowmobile Crossing.

(b) Such work is further described in the agreement summary, Exhibit "B", the detailed estimate, Exhibit "C", and shown on Exhibits "D" through "E" which are attached hereto and made a part hereof.

3. WORK TO BE PERFORMED BY THE PUBLIC. Install traffic signs, clear the sight triangles, grade the approaches, furnish and install the asphaltic surfacing needed to accommodate the crossing including in the track zone.

4. DESIGN AND CONSTRUCTION. The installation of the highway crossing surface and modification of the railroad facilities described herein under Item 2 above shall be in conformance with the approved project plans. All such work shall be performed under normal company practices and the applicable requirements of the State and of the United States Department of Transportation, Federal Highway Administration, as set forth in 23 CFR Part 646 Subpart B.

5. MAINTENANCE. The Company agrees to maintain the railroad crossing described herein as a public highway crossing as long as so used or required by Wisconsin Statutes or regulatory agency. The City of Shawano agree to maintain the approaches to the crossing shown in Exhibits "D" and "E".

6. RIGHT OF WAY. The Company agrees to permit the State or its agents to construct, operate and maintain the named highway, exclusive of the railroad crossing, across Company lands in accordance with the approved project plans.

7. APPORTIONMENT OF COSTS. The estimated Agreement cost of the work described herein and as shown on Exhibit "B" is \$6,191. The State agrees to reimburse the Company for all such costs eligible for reimbursement under this Agreement.

8. INVOICE AND BILLS. The Company will submit all invoices and bills for reimbursement, to the Transportation District Office, 944 Vanderperren Way, Green Bay, WI 54304. The State Project I.D. number will be included on all invoices and bills. The Final Bill is to be submitted within one year of the State's acceptance of the Company's work in accordance with Federal Law. If the Final Bill is not received by that date, the last detailed progressive bill will be considered to be the Final Bill.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the year and the day below written by their proper officers and representatives.

WISCONSIN CENTRAL LTD.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

CITY OF SHAWANO

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

Contracts Manager

Date \_\_\_\_\_, 20\_\_\_\_

APPROVED \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Governor of Wisconsin

AGREEMENT SUMMARY

PROJECT ID 6997-05-32

LOCATION		ESTIMATE PRICE
Mountain Bay Trail, City of Shawano		<u>\$ 5,628</u>
	Subtotal	\$ 5,628
	Contingencies 10%	<u>\$ 563</u>
	Agreement Total	\$ 6,191
		<u>I/E 62</u>
	<b>Project Total:</b>	<b>\$ 6,253</b>

EXHIBIT B