

Dated: \_\_\_\_\_

Preliminary Engineering/Signal Estimate

City of Minot, North Dakota

Soo Line Railroad Company, d/b/a

Canadian Pacific

This Agreement is made between the Soo Line Railroad Company, d/b/a Canadian Pacific ("CP") and the City of Minot, North Dakota ("City").

WITNESSETH:

WHEREAS, 3<sup>rd</sup> Street SW, DOT # 698922V, as presently located in the City of Minot, Ward County, State of North Dakota, crosses at grade CP's track at railroad mile post 469.181 on the Portal Subdivision; and

WHEREAS, the City has proposed an installation of Non-Traversable Medians and Gate Arms at said crossing (the "Project"); and

WHEREAS, the City desires that CP perform preliminary engineering work in relation to the Project as described more fully herein, and CP is willing to perform such work upon the terms and conditions hereafter stated; and

WHEREAS, the City is authorized to enter into this Agreement with CP for the Project.

NOW, THEREFORE, in consideration of the foregoing and the provisions hereinafter stated, it is agreed as follows:

1. CP, subsequent to the execution of this Agreement and approval of the Project by the City, will proceed to perform the preliminary engineering work required by this Agreement.

2. "Preliminary engineering" shall mean the production of a site plan, cost estimates, and preliminary circuit plans for the signal system installation of gates with constant warning circuitry and LED lenses. CP's plans and cost estimates shall be in accordance with all applicable standards for railroad grade crossing design and shall consist of standards and regulations in AASHTO, AREMA, FHWA, FRA, and MUTCD as amended. Should a conflict be identified in any of these rules and regulations, the North Dakota rules and century codes shall control, unless preempted by federal regulation.

3. CP shall perform the work hereunder entirely at the expense of the City for the agreed-upon lump sum of \$5,000.00. The lump sum amount will be paid to CP by the City when the City certifies that the work has been satisfactorily completed. The City will pay the lump sum amount in total within 60 days of certification that the preliminary engineering work has been completed.

4. Any change in the scope of work to be performed by CP under this Agreement shall be authorized only by amendment to this Agreement executed prior to the performance of the work.

5. The laws of the State of North Dakota shall govern all questions as to the execution, nature, obligation, construction, validity, and performance of this Agreement. Either party may seek to have the dispute resolved by a court of competent jurisdiction located in Ward County, North Dakota.

6. This Agreement is effective upon the date of CP's execution of same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in duplicate counterparts, each of which shall be considered an original, as of the dates below indicated.

**SOO LINE RAILROAD COMPANY**

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Title

Date: \_\_\_\_\_, 2024

**CITY OF MINOT, NORTH DAKOTA**

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Title

Date: \_\_\_\_\_, 2024