

REIMBURSEMENT AGREEMENT BETWEEN GRAND ELK RAILROAD, INC. AND THE TOWN OF BRISTOL, INDIANA FOR GRADE RAILROAD CROSSING CONSTRUCTION

This Reimbursement Agreement (this "Ag	reement") dated this day of
2023, and entered into by and among the Grar	nd Elk Railroad, Inc., a Delaware corporation
("GDLK") and the Town of Bristol, Indiana, a	Corporation ("BRISTOL"). Individually,
GDLK and BRISTOL is a "Party" and collectively	they are the "Parties."

RECITALS

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree on the following terms and provisions as follows:

- A. GDLK has agreed to build a new Grade Railroad Crossing at Stonemont Court, and close Grade Railroad Crossings at Maple Street and other private crossing identified in this agreement in the town of Bristol, IN upon its Right-of-Way as depicted in Exhibit A;
- B. BRISTOL is in need of a new Grade Railroad Crossing at Stonemont Court, and willing to close Grade Railroad Crossing at Maple Street, relinquish rights to a crossing at CR 21, and close other private crossings identified in this agreement in the town of Bristol, Indiana;
- C. The estimated cost of the engineering, procurement and construction of the Grade Railroad Crossing is set forth in Exhibit B. BRISTOL has agreed to pay GDLK actual costs up to 5% over the estimate for the engineering, procurement and construction of Grade Railroad Crossing within ninety (90) days of BRISTOL'S designation of completion of each line item in Exhibit B to the project;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

The Work to be performed and furnished by GDLK shall be as described in this Agreement and in the following documents (collectively, the "Contract Documents").

- 1. Exhibit A Site Map
- 2. Exhibit B Construction Estimate
- 3. Exhibit C Railroad Signal Estimate

- 4. Exhibit D Turnout Relocation Map
- 5. Exhibit E CR 29 Closure Plan

ARTICLE II - TIME OF PERFORMANCE

GDLK shall commence the Work on the Effective Date and shall reasonably attempt to achieve completion on or before the Completion Date. Time is of the essence in the performance by GDLK of its obligations under this Agreement.

ARTICLE III - COST FOR PERFORMANCE

GDLK agrees to perform the Work, as summarized in Exhibit B – Scope of Work and pursuant to this Agreement, BRISTOL shall pay GDLK within thirty (30) days of completion of the Work and approval of completion by BRISTOL.

ARTICLE IV - NOTICES

All notices required or permitted by any provision of this Agreement shall be in writing and either (a) delivered personally; (b) sent by registered or certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service with delivery receipt requested; or (d) sent by electronic transmission with delivery receipt and addressed as follows;

To Customer:	The Town of Bristol 303 East Vistula Street Bristol, IN 46507 Attention: Mike Yoder, Town Manager Phone: 574-348-4853 Email: mikeyoder@bristolindiana.org
To Contractor:	Grand Elk Railroad, Inc. Attn: Roger Schaalma 315 W. 3 rd Street Pittsburg, KS, 66762 Phone: 608-620-2044 Email: rschaalma@watco.com
To Contractor's Associate General Counsel:	Michael Gray 315 W. 3 rd Street Pittsburg, KS 66762 Email: mgray@watco.com
To Customer's Counsel	

or to such other address and/or designee(s) as either Party may specify. Any notice shall be deemed to have been given or made when delivered.

ARTICLE V— ASSIGNMENT

A Party may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party hereto, which consent will not be unreasonable withheld, delayed or conditioned by either party. A Party may assign the Agreement to an affiliate of the Party, provided however that in all cases no such assignment or transfer shall be valid without the assignee or transferee entering into an assumption agreement with GDLK and BRISTOL with respect to this Agreement. No assignment or transfer shall relieve the assignor from the performance of its covenants, obligations or agreements under the Agreement and the assignor shall continue and remain contractually bound thereafter

ARTICLE VI— TERMS AND CONDITIONS

1. **DEFINITIONS**:

Whenever used in this Agreement, unless otherwise clearly indicated in the context, capitalized terms shall have the meaning given such terms in Schedule 1.

2. CONTRACT DOCUMENTS:

- (a) The intent of the Contract Documents is to include all engineering, management, labor, tools, equipment, material, supplies, supervision and services of every kind necessary for the proper execution and completion of the Work. GDLK acknowledges and represents that it has full experience and proper qualifications to perform the Work and to construct a quality Grade Railroad Crossing in a timely manner in accordance with the Contract Documents.
- (b) All titles in the Contract Documents are provided for reference only, and in no way define or limit the scope and content of their provisions. Typographical or clerical errors not affecting the materiality of the Contract Documents may be corrected by either Party at any time upon notice to the other Party and shall not invalidate the meaning and intent of the Contract Documents.

3. CUSTOMER'S WORK:

(a) Environmental, Construction, Operating and Other Permits. BRISTOL shall obtain or cause to be obtained, all environmental, construction, operating or other Permits and licenses required to complete the Work. GDLK shall provide or cause to provide a list of the necessary permits and will, reasonable cooperate and assist BRISTOL in obtaining the Permits.

(b) Utilities. BRISTOL shall provide all necessary site utilities to the Project Site, including, but not limited to, electrical service, except as specifically set forth herein. GDLK will be responsible for maintaining these utilities in place on the Project Site.

4. GDLK'S WORK:

- (a) GDLK shall fully perform or cause to be performed all of the Work to provide the new Grade Railroad Crossing and Grade Railroad Crossing closures described in and in accordance with the Contract Documents. The standard of care of all professional services hereunder shall be the care and skill ordinarily used by professionals practicing under similar circumstances, for similar projects in similar locations.
- (b) GDLK will perform its work upon the completion of the site work to top of subballast as the work has yet to be performed. Upon completion and acceptance by owner, Contractor will review, acknowledge the site conditions and begin installation:
- (c) Engineering. GDLK shall perform or cause to be performed the design and engineering Work for the Spur as described in the Contract Documents and shall provide criteria for the detailed design by suppliers of equipment, materials and systems to be incorporated into the Spur so that the Spur will perform in accordance with the overall design intent. GDLK'S engineering Work shall include the preparation of all necessary drawings, plans, and specifications, bills of material, schedules and estimates.

(d) Procurement.

- (i) GDLK shall procure all materials, equipment, supplies, and the installation thereof, required to achieve Completion of the Grade Railroad Crossing and Signaling, excluding only those items specified elsewhere herein to be furnished by BRISTOL.
- (ii) GDLK shall provide all necessary spare parts and consumables for start-up and initial operation of the Grade Railroad Crossing.
- (e) Construction. GDLK shall perform the Work in accordance with the Contract Documents, including Project drawings, plans and specifications resulting from the engineering Work described above in Section 4(c).
 - (i) *Contractor*, subject to the terms and conditions of this Agreement, shall be responsible for the performance and prosecution of the Work in accordance with (i) all applicable laws, regulations, and Permits including, without limitation, applicable building codes, technical standards, building construction, and environmental regulations, and (ii) construction practices and procedures in accordance with the standard of care specified herein.

- (ii) An initial Project Schedule for starting and completing the various stages of Work, including major Project activities to support GDLK'S delivery of the Project will be provided within ten (10) days after the Effective Date of the Agreement, GDLK shall submit to BRISTOL'S Representative for timely review a Project Schedule. The detailed Project Schedule shall be updated as necessary or as requested by BRISTOL.
- (f) **Project Schedule Updates.** Upon reasonable request from BRISTOL GDLK shall submit a Project Schedule update to BRISTOL. BRISTOL shall review and provide comments to GDLK. GDLK shall have a reasonable time to make corrections and adjustments and to complete and resubmit the Project Schedule update in order to meet the Completion Date.
 - (g) Management and Administration.

GDLK shall:

- (i) schedule and hold at appropriate and regular intervals progress meetings, scheduling meetings, and such other meetings as may be reasonably necessary to facilitate the coordination and scheduling of the Project and the timely, efficient progression of the Work;
- (ii) perform cost control, field estimating, and field accounting as reasonably necessary for the purpose of effecting GDLK'S timely completion and the satisfactory operation of the Project;
- (iii) monitor and coordinate the Work and applying such skills and expertise as may be necessary;
- (iv) establish and maintain reasonable scheduling, accounting, general contract administration and construction management control, policies, procedures, and systems for the Work; and
- (v) perform the Work and coordinate the Work of the Subcontractors and consultants.
- (h) **Final Completion.** Final Completion shall occur when all of the following have been satisfied as evidenced by BRISTOL'S acceptance of the Final Completion certificate:
- (j) Care, Custody, and Control Risk of Loss. GDLK shall have the full responsibility for care, custody and control of the Grade Railroad Crossing, and the Project Site.
- (k) **Books and Records.** GDLK shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work as may be necessary for proper financial management under this Agreement.

5. SPECIFICATIONS AND DRAWINGS:

- (a) At least one complete set of drawings and a Project specification, containing all changes made therein, shall be kept in a safe place and in good order at the Project Site at all times, and all copies thereof and any samples and/or models of or relating to the Work shall be available for inspection by BRISTOL.
- (b) GDLK agrees that BRISTOL is entitled to a reasonable number of copies of drawings, specifications, models, samples or other documents prepared under or pursuant to the Contract Documents.
- (c) GDLK shall furnish final design drawings incorporating all changes at Completion in electronic format.

6. SURVEYS:

- (a) GDLK shall be responsible for reviewing supplied and established primary base lines and a primary benchmark.
- (b) GDLK, before proceeding with the Work, shall check all lines and levels given on drawings with the existing lines and shall advise BRISTOL in writing if any discrepancies exist.

7. INSTRUCTIONS AND COMMUNICATIONS:

(a) All communications, directions and instructions pertaining to the Work or the Contract Documents from BRISTOL shall be communicated by and to the Parties' respective Representatives.

8. INSURANCE:

- (a) **GDLK'S Insurance.** GDLK shall procure and maintain policies of insurance written on an occurrence basis or on a claims made basis as follows.
 - (i) Statutory Workers' Compensation and Occupational Disease Insurance, including Employer's Liability Insurance and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act, the Jones Act or other Maritime Employer's Liability, complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance (and Maritime Employer's Liability, if applicable) shall be provided with a limit of \$2,000,000.00 each occurrence.
 - (ii) Commercial Liability Insurance (or its equivalent), including but not limited to all Premises and Operations, Contractual Liability, Damage Liability, as well as coverage on all of *Contractor's* mobile equipment (other than motor vehicles licensed for highway use) owned,

hired or used in the performance of this Agreement with limits not less than: \$10,000,000.00 Bodily Injury, Personal Injury and Property Damage combined each occurrence and in the aggregate.

(iii) Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Agreement, with limits not less than: \$10,000,000.00 Bodily Injury, Personal Injury and Property Damage combined each occurrence and in the aggregate.

9. INDEMNITIES:

(a) Indemnification of GDLK.

- (i) To the full extent permitted by law, BRISTOL shall defend, indemnify and hold harmless Engineer, its directors, officers, employees, and agents ("GDLK'S Indemnified Parties") from and against Losses arising out of Third-Party Claims for death, personal injury or property damage to the extent caused by the deliberate, reckless or negligent acts or omissions of BRISTOL, its employees, agents or subcontractors in connection with the Project.
- (ii) If BRISTOL'S deliberate, reckless, or negligent act or omission was one of two or more contributing causes of the Loss, BRISTOL shall indemnify GDLK'S Indemnified Parties to the extent of the percentage share of the causation attributable to BRISTOL, as determined by agreement with GDLK or, if there is no agreement, then as determined under Section 20.
- (iii) BRISTOL'S indemnity obligations under this Section 11b shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for BRISTOL under workers' compensation, disability benefit, or other employee benefit acts.
- (iv) BRISTOL'S indemnification obligations under this Section 11b shall be separate from and enforceable independently of any other indemnity obligation assumed by BRISTOL under the Contract Documents.

(b) Indemnification of BRISTOL.

(i) To the full extent permitted by law, GDLK shall defend, indemnify and hold harmless the Town of Bristol and the Town of Bristol's Engineer, its directors, officers, employees, and agents ("BRISTOL'S Indemnified Parties") from and against Losses arising out of Third-Party Claims for death, personal injury or property damage to the extent caused by the deliberate, reckless or negligent

acts or omissions of GDLK, its employees, agents or subcontractors in connection with the Project.

- (ii) If GDLK'S deliberate, reckless, or negligent act or omission was one of two or more contributing causes of the Loss, GDLK shall indemnify BRISTOL'S Indemnified Parties to the extent of the percentage share of the causation attributable to GDLK, as determined by agreement with BRISTOL or, if there is no agreement, then as determined under Section 19.
- (iii) GDLK'S indemnity obligations under this Section 11b shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for GDLK under workers' compensation, disability benefit, or other employee benefit acts.
- (iv) GDLK'S indemnification obligations under this Section 11b shall be separate from and enforceable independently of any other indemnity obligation assumed by GDLK under the Contract Documents.

(c) Procedures for Invoking Indemnity – Third-Party Claims.

- (i) If BRISTOL is entitled to indemnity under any provision of the Contract Documents ("Indemnified Party") has any Third-Party Claim asserted against it, the Indemnified Party shall promptly notify the party from whom it is entitled to indemnity ("Indemnifying Party"). Failure to give prompt written notice of any Third-Party Claim shall not constitute a waiver of the right to be indemnified, unless failure to give such prompt notice resulted in actual prejudice to the Indemnifying Party, and only to the extent of actual prejudice.
- (ii) If the Indemnifying Party has properly assumed defense of a Third-Party Claim, and proceeds to defend the claim in good faith, the Indemnified Party may not settle or compromise the claim without the Indemnifying Party's prior written consent, which shall not be unreasonably withheld. In all other cases, the Indemnified Party shall be free to defend, settle or compromise the claim on such terms as the Indemnified Party deems appropriate, and may seek indemnification from the Indemnifying Party.

10. LIMITATIONS OF LIABILITIES AND REMEDIES:

(a) Limitation of Remedies. BRISTOL'S remedies against GDLK arising from or in connection with the Contract Documents, whether framed in contract, negligence, other tort, or otherwise, shall be limited to the remedies set forth in the Contract Documents. The stated remedies shall, however, be cumulative of one another.

- **(b)** Waiver of Consequential Damages. Each Party waives all rights it might otherwise have to recover consequential damages from the other arising from or relating to the Contract Documents. This waiver shall not be construed to release GDLK from its obligations pursuant to Rework Costs, which shall not be regarded as consequential damages for this purpose.
- Force Majeure. Neither Party shall be in breach of the Contract (c) Documents if it is rendered unable to perform its duties (other than its payment obligations) due to fire, flood, unavoidable casualty, pestilence, earthquake, acts of God, unanticipated and unusual delay in transportation, civil commotion, national emergency, warlike operation, terrorism, invasion, rebellion, hostilities, military or up-surged power, sabotage, or governmental regulations or controls or any other event beyond the reasonable control of a Party (collectively, "Force Majeure"). If either Party becomes aware of an event of Force Majeure that it expects to interfere with or prevent its timely and proper performance of duties pursuant to the Contract Documents, the affected Party shall promptly notify the other Party, in writing, identifying the event of Force Majeure, its date, its expected effect on the affected Party's performance, and the anticipated duration of the prevention of, or interference with, its performance. The Parties will consult concerning methods of mitigating the effect of any Force Majeure event upon the Work as a whole, and will modify the Contract Documents, in writing, if and as appropriate. BRISTOL may, at its discretion, exercise its right to terminate the Contract Documents for convenience at any time after GDLK notifies it of a Force Majeure delay or suspension of Work. If a Force Majeure event results in suspension of Work for more than ninety (90) days, then GDLK shall be entitled to a Change Order that (i) adjusts the Project Schedule and extends the Target Mechanical Completion Date by the number of days that the Work was suspended as a result of such Force Majeure event and (ii) increases the Target Contract Price by (A) the amount of reasonable and documented expenses incurred by GDLK in minimizing or mitigating the effects of such Force Majeure event and (B) GDLK'S demobilization, stand-by, and remobilization costs incurred as a result of such Force Majeure event, if any. In the event that BRISTOL directs GDLK to complete after a Force Majeure event, GDLK shall be entitled to all reasonable and documented expenses it incurs in minimizing or mitigating the effects of the Force Majeure event as set forth herein, together with its demobilization, stand-by, and remobilization costs, if any. Notwithstanding the foregoing, BRISTOL shall not be liable to GDLK for costs or damages incurred directly to GDLK arising out of or resulting from the Force Majeure event.

11. PERSONNEL:

- (a) GDLK shall keep on the Work during its progress, a competent Representative and such necessary assistants as may be required for completion of the Work. All personnel shall work in a cooperative manner for the joint success of the Project.
- (b) All workmen employed in connection with the Work shall have the level of experience and ability and shall be licensed if so required.
- (c) BRISTOL shall at all times enforce discipline and good order among its employees and all employees shall work in a cooperative partnership manner

for the joint success of the Project.

12. CONFIDENTIALITY:

- (a) The Parties agree that each Party's confidential information shall be held by the other Party in strict confidence for a period of two (2) years from the date of termination of this Agreement (or for such other period agreed to in writing by BRISTOL and GDLK), and shall not be used or disclosed to others during such period without the other Party's prior written consent; provided, however, that (i) nothing shall prevent a Party from using or disclosing any such information disclosed to the Party which was already known to the Party at the time of disclosure, or from using or disclosing any such information which is or becomes published through no breach by the Party of its obligations hereunder, or which is hereafter lawfully obtained by the Party at any time from any source other than directly or indirectly from a Party and (ii) a Party may disclose the other Party's confidential information as required by applicable law (by interrogatories, discovery requests for information or documents, subpoena, civil investigative demand, or similar process) so long as such Party uses its commercially reasonable efforts to provide written notice to the other Party prior to such disclosure.
- (b) GDLK shall not use or make reference to the Work or any portion thereof, in any advertising or publicity material nor place any advertising material or literature on the Project Site nor take any photographs of the Work or BRISTOL'S premises without the prior written consent of BRISTOL.

13. TERMINATION OR SUSPENSION:

- (a) Except as prohibited by law, if either Party shall: (i) default in the performance of any undertaking it is required to perform under the Contract Documents and (A) such default is not cured by said Party within twenty (20) days after receipt of written notice of such default from the other Party or (B) if such default is such that it would reasonably be expected to require longer than twenty (20) days to be cured and (1) such Party fails to provide to the other Party a mutually agreeable plan for curing such default within said twenty (20) day period after written notice, or (2) such Party fails to diligently pursue the mutually agreeable plan for curing such default in accordance with such plan; (ii) file, or have filed against it, a petition in bankruptcy; (iii) make a general assignment for the benefit of creditors; or (iv) have a receiver appointed on account of its insolvency, then in any of such events, such Party shall be deemed in default of this Agreement and the non-defaulting Party, without any further notice being necessary therefor, may terminate this Agreement without, however, waiving or relinquishing any other right or remedy it may have under the Contract Documents, at law or in equity.
- (b) If GDLK terminates this Agreement under (a) hereof, GDLK shall be entitled to recover from BRISTOL all Costs of the Work it shall have incurred in accordance with the terms of this Agreement to the date of termination and payment for the portion of the Engineering Fee and Project Management Team Fee due as of the date of termination of the entire Work.

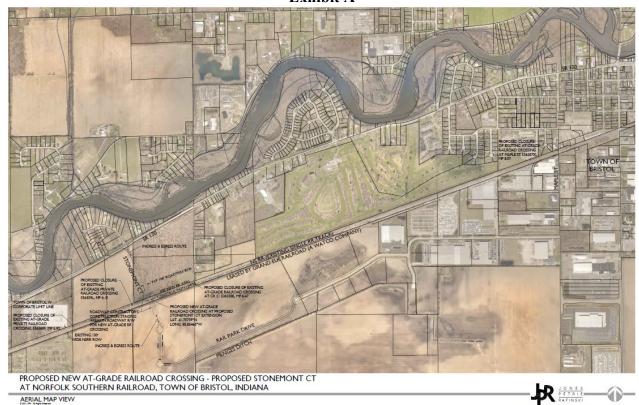
- 14. GDLK'S STATUS: The status of GDLK shall be that of an independent contractor. Nothing in the Contract Documents shall be construed as being inconsistent with that status. GDLK shall pay the contributions measured by the wages of its employees required to be made under the Unemployment Compensation Insurance, Social Security and Retirement laws or similar laws, local, state and Federal, applicable to the Work. GDLK shall accept exclusive liability for said contributions and shall indemnify and hold BRISTOL harmless from any and all liability arising therefrom.
- 15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its otherwise applicable conflict of law principles.
- Documents and all documents incorporated herein constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, conversations, writings and agreements by the Parties with respect to the subject matter hereof. The provisions of this Agreement, as aforesaid, and including, without limitation, the terms of the Contract Documents and the various documents attached hereto and incorporated herein by reference, shall be changed, modified, waived or amended only by a written agreement signed by the Parties. No oral agreement or conversation with any officer, agent or employee of GDLK or BRISTOL, either before or after the execution of this Agreement, shall affect, alter or modify the obligations of the Parties.
- 17. SEVERABILITY: The invalidity, illegality and unenforceability of any provision(s) of this Agreement shall in no way affect or impair the validity, legality and enforceability of the remaining provisions hereof. In the event of such invalidity, illegality or unenforceability, the Parties agree that they will conduct themselves as if such provision were legally binding and agree to negotiate in good faith such terms and conditions as are required to give effect to the original intention of the Parties.
- 18. SURVIVAL: The provisions of this Agreement that are expressly stated to survive or which by their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 19. EXECUTION OF AGREEMENT: This Agreement may be executed by signing the original or a counterpart thereof. If this Agreement is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument. An electronic signature shall be treated as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

(Signature on following page)

TOWN OF BRISTOL (BRISTOL)	GRAND ELK RAILROAD, INC. (GDLK)
By:	By:
Name:	N
Title:	Title:
Date:	Date:

Exhibit A



Summary Table

1.	Agreement #	WRE-2021-416
2.	Railroad	GDLK
3.	Licensee	Town of Bristol, IN
4.	Description of Work	New grade crossing and crossing closure
5.	City, County, State	Bristol, Elkhart County, Indiana
6.	Mile Post	6.15
7.	Date Exhibit A created	February 8, 2023
8.	Exhibit Author	JKM

EXHIBIT B

Town of Bristol Estimate (Phase 2)*	Milepost	# TOO	Estimate	Note	
Remove & Close Private Crossing	5.92	536360F	Supply 536360F \$ 12,500.00 section	Supply & replace 10 Cross Ties, add ballast, surface track, and establish RR ditch section	face track, and establish RR ditch
Remove & Close Private Crossing	6.15	536359L	\$ 21,000.00	Remove Existing Crossing Surface & Dispose. Replace ties & fouled ballast. Surface \$ 21,000.00 track & establish RR ditches	eplace ties & fouled ballast. Surface
Stonemont Ct. Grade Crossing Surface	6.27	TBD	\$ 84,167.00	84,167.00 New Concrete Panel Crossing Surface	
Stonemont Ct. Grade Crossing Signals	6.27	TBD	\$ 625,053.00	\$ 625,053.00 Reference CDL Electric Proposal RRP-789	
Remove & Close CR21	6.47	536358E	\$ 500.00	Administration for updating FRA Database & crossing records. No physical work 500.00 needed at the sight.	ossing records. No physical work
Remove & Close Maple St Crossing Surface	8.07	536357X	\$ 26,152.00	Remove all asphalt on RR property and stockpile for Project's removal. Dispose 536357X \$ 26.152.00 rubber flange. Establish RR dirches	le for Project's removal. Dispose
Remove Maple St Crossing Signals	8.07	536357X	\$ 22,513.00	536357X \$ 22,513.00 Reference CDL Electric Proposal RRP-1847	
Total			\$ 791,885.00		

Estimate includes all supervision & management of the Railroad work

Estimate does \underline{not} include any paving or road closure expense Estimate does \underline{not} include asphalt disposal or end of road treatment at Maple St

Any necessary permitting or railroad flagging for 3rd party work within 25' of our track will be invoiced separately

EXHIBIT C



Proposal

Railroad Signal Division

1308 N. Walnut Street, Pittsburg, KS 66762 Ph: (620) 231-6420 www.cdl-electric.com

PROPOSAL SUBMITTED TO:	PHONE:	DATE:	
Grand Elk Railroad	(269) 251-1858	December 8, 2022	
STREET:	JOB NAME:		
75 Mills Street	Stonemont Ct., (Proposed	Stonemont Ct., (Proposed New Public Road Crossing)	
CITY, STATE and ZIP CODE:	JOB LOCATION:		
Kalamazoo, MI 49048	Bristol, IN		
CONTACT:	JOB NUMBER:	JOB NUMBER:	
Chadd Thimesch, General Manager	RRP-789		

RRP-789, Stonemont Ct., Bristol, IN (Proposed New Public Roadway) - Grade Crossing Signal Project

A new railroad/roadway grade crossing warning signal system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signal assemblies, as well as cantilever structures. The proposed warning system will be based on the information we have received concerning the planned roadway and a 40 M.P.H. train speed within a CTC (Centralized Traffic Control) system. Railroad is to provide FRA Inventory D.O.T. number when available.

Due to the proximity of "cut-sections" along this track, as defined by insulated rail joints, the proposed system will require additional predictor units for proper train detection. These units will be housed within the existing control shelters at M.P. 5.95 and 6.65. The proposed price includes the necessary modifications within these control shelters, as well as equipment necessary to wirelessly transmit train detection information (DAX) back to the main grade crossing control shelter.

Warning signals proposed will include two each flashing light gate assemblies with 12" LED light units, two cantilever assemblies with 12" LED light units, bells, and proper signage. Underground signal cable, rail connection items, foundations, and grounding components will be included as well. New conduits will be furnished under the road and track as required. Also, a new AC meter service will be installed for this automatic warning system. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation. All installation work is to be performed during a single crew mobilization. The proposed pricing does not include any provisions for multiple crew mobilizations or any type of temporary warning devices.

Commercial AC power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220-volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt, or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system, then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

We propose to furnish material and labor in accordance with above specifications, for the sum of \$625,053.00 (incl. 6% tax)

Six Hundred Twenty-Five Thousand, Fifty-Three Dollars and 00/100, includes estimated sales tax of 6.0%

Continued on next page

The price breakdown is as follows:

Preliminary Engineering Services with Plan Preparation	\$2,500.00
Signal Material, Refer to Accompanying Material List (w/ Handling):	\$514,862.00
Labor w/ Expenses:	\$44,540.00
Equipment:	\$27,771.00
Total Sell Price	\$589,673.00
Sales Tax 6.0% (Est.)	\$35,380.00
Grand Total with estimated Sales Tax	<u>\$625,053.00</u>

Please Note the following:

- 1. Proposed Pricing is valid for Sixty (60) days from the date of this Proposal, beyond 60 days prices are subject to change
- 2. Proposed pricing is based on Lump Sum invoicing and includes estimated sales tax
- 3. Preliminary Engineering Services and Material may be invoiced separately
- 4. Terms: Net Due 30 Days from Invoice Date

- Work E. Smallwood

- 5. This proposal may be withdrawn by us if not accepted within Sixty (60) days
- 6. Pricing is based on one crew mobilization for this project only
- 7. Crew labor will be paid per their standard pay wages with overtime when applicable, and include standard benefit package as outlined in their employee handbook
- 8. Pricing is based on crew being allowed to work unrestricted hours seven days per week
- 9. Any planned road and/or curb work must be completed prior to the arrival of our installation crews
- 10. If traffic control for the public roadway, other than typical "Crew Working" type signage is mandated by a third party, then other charges may apply
- 11. If rock or other unknown obstacles prevent directional bores or foundation installations from taking place with common equipment used for this type of project, then additional charges could apply

Authorized Signature:

Mark E. Smallwood Senior Project Manager

mark.smallwood@cdl-electric.com

(502) 608-9855

ITEM DESCRIPTION	QTY.	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES WIRE KIT PACKAGE INCLUDING:	1	EA
SSCCIII-A, 40 AMP	1	EA
ARRESTER	1	LT
EQUALIZER	1	LT
ARRESTER BASE, 4-POST	1	LT
RELAY, MCKR (NON-VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	2	EA
PLUG, TWIST-LOCK TYPE FOR CHARGER	2	EA
SURGE PROTECTOR - MAIN AC POWER	1	EA
POWER-OFF LIGHTS	2	EΑ
ARGUS MONITOR RADIO RECVR. AIR-LINK w/ ACCESSORIES f / DAX FEATURE	1	EA LT
GCP 3000 PLUS, SGL. TRK REDUNDANT	1 1	EA
SHUNT, NBS, NARROW BAND	2	EA
RELAY, 500 OHM VITAL PLUG-IN TYPE PKG. W/PLUGBOARD & E-POST	2	KT
DTMF CONTROLLER	1	EA
VIDEO MONITOR PKG - WATCO STD.	1	EA
CHARGER, BATTERY 12/20, 20 AMP, DTC MODEL	1	EA
CHARGER, BATTERY 12/40, 40 AMP, DTC MODEL	1	EA
BATTERY, JAB 250 A.H.	6	CL
BATTERY, JAB 400 A.H.	7	CL
STICKER, LOCATION/CONTACT INFORMATION	1	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 1W LEDS	2	EA
CANTILEVER ASSEMBLY, x' ARM W/ SIGNS & HDW.	2	EA
LIGHT UNIT, 1-W 12" LED w/ HOODS AND 24" BGS, CANT. MAST - FRONT	2	EA
LIGHT UNIT, 2-W 12" LED w/ HOODS AND 24" BGS, CANT. ARM TIP	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	2	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ) W/ HDW	2	EA
LIGHT KIT FOR GATE ARM 4" LED TYPE GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EΑ
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2 2	EA EA
FOUNDATION, GALVANIZED STEEL 46 DEEP W/ 30 SQ. PLATE FOUNDATION FORM FOR SGL. MAST CANTILVER	2	EA
GATE HEATER, 24V DC	2	EA
SIGN, ENS W/ MTG. CLAMPS, BLUE SIGN	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	400	FT
CABLE, U.G. SIGNAL 7 COND. NO. 6 AWG SOLID	350	FT
CABLE, U.G. SIGNAL 12 COND. NO. 14 AWG SOLID	350	FT
CABLE, U.G. SIGNAL 3 COND. NO. 4 / GND FOR AC POWER	125	FT
TRACK WIRE NO. 6 TW. PR. DUPLEX	350	FT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	200	FT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED w/ CLAMP	6	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	24	EA
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR	24	EA
LOCK, RAILROAD STD.	9	EA
SHUNT TERM. BOX	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT

MODIFICATION (M.P. 5.95 AND M.P. 6.65 LOCATIONS) f/ DAX		
AIR LINK PACKAGE - DAX	2	EA
GCP 3000 PLUS, SGL. TRK REDUNDANT	2	EA
SHUNT, NBS, NARROW BAND	2	EA
RELAY, 500 OHM VITAL PLUG-IN TYPE PKG. W/PLUGBOARD & E-POST	2	KT
SHUNT TERM. BOX	2	EA
ARRESTER	8	EA
EQUALIZER	4	EA
ARRESTER BASE, 4-POST	8	EA
CHARGER, BATTERY 12/40, 40 AMP, DTC MODEL	2	EA
BATTERY, JAB 400 A.H.	12	CL
TRACK WIRE NO. 6 TW. PR. DUPLEX	200	FT
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

ITEMS MAY BE SUBSTITUED WITH EQUAL OR BETTER

EXHIBIT C



ProposalRailroad Signal Division

PROPOSAL SUBMITTED TO: Grand Elk Railroad	PHONE: (269) 251-1858	DATE: December 8, 2022
STREET: 75 Mills Street CITY, STATE and ZIP CODE: Kalamazoo, MI 49048	JOB NAME: Maple Street (536 357 X) JOB LOCATION: Bristol, IN	
CONTACT: Chadd Thimesch, General Manager	JOB NUMBER: RRP-1847	

RRP-1847, Maple Street, Bristol, IN (536 357 X) - Remove Existing Warning Signal System

C.D.L. Electric, Incorporated proposes to furnish labor and equipment to remove the existing railroad/roadway grade crossing warning system at the location identified above. The components of the existing warning system will be removed from service and transported to a GDLK yard. Signal foundations will be removed just below grade (minimum 8"), and signal cables / track wires will be removed just below grade a minimum of 8". Once items are removed from service, the site will be cleared and dressed.

Please Note: Proposed price is valid for sixty (60) days from the date of this proposal.

We propose hereby, to furnish material and labor – complete in accordance with above specifications, for the sum of \$22,513.00 (including estimated Sales Tax rate of 6.0%)

 Services as Described
 \$21,239.00

 Sales Tax 6.0% (Est.)
 \$1,274.00

 Grand Total w/ Est. Tax
 \$22,513.00

Please Note the following:

- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days
- (3) Traffic control for roadway has been included for this project
- (4) Replacement of concrete roadway / pathway, asphalt, pavers, etc., removed to perform services described above is the responsibility of others at their expense

Authorized Signature:

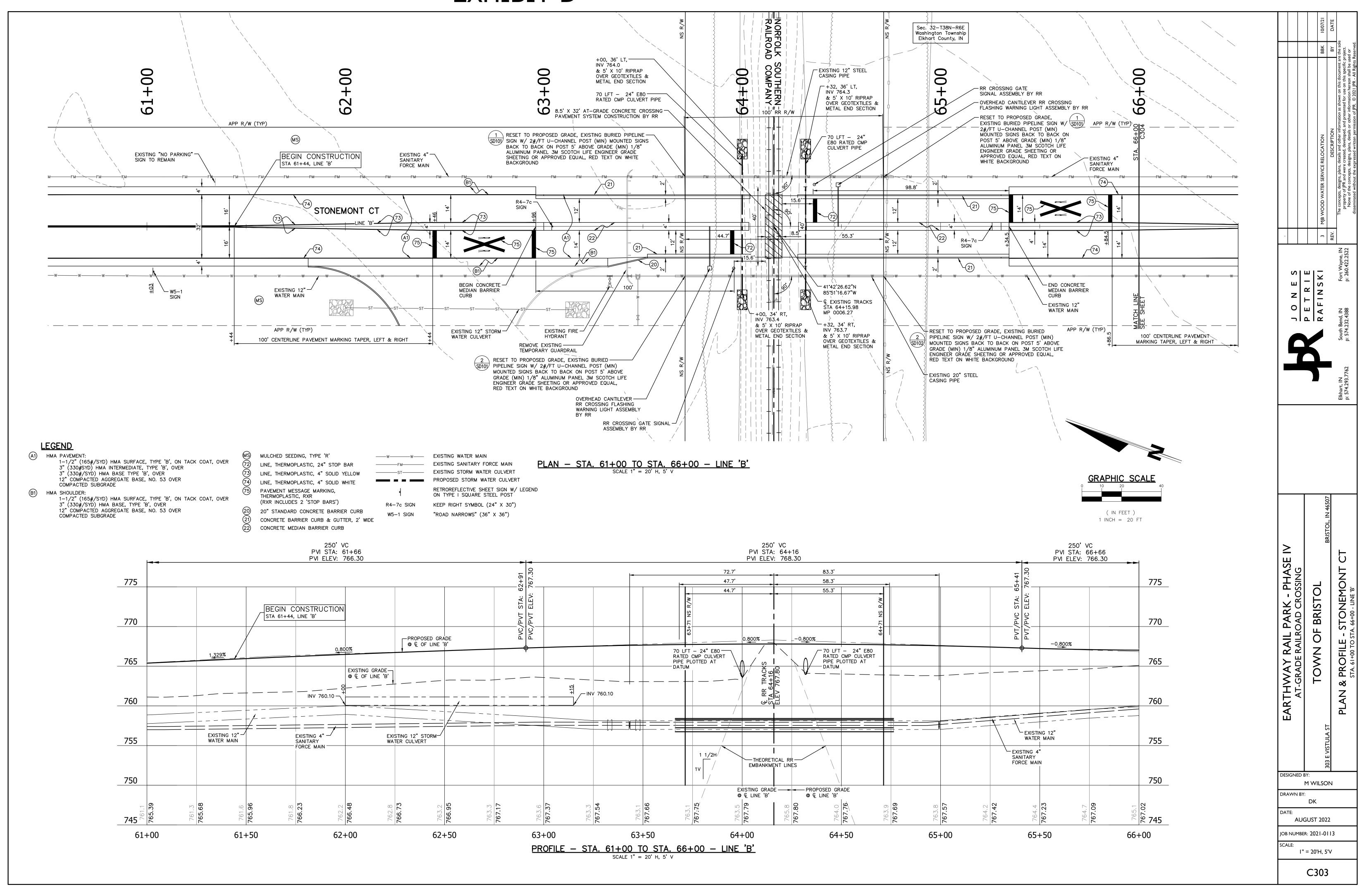
Senior Project Manager - Signal Construction

- white 5 - Simultanon

mark.smallwood@cdl-electric.com

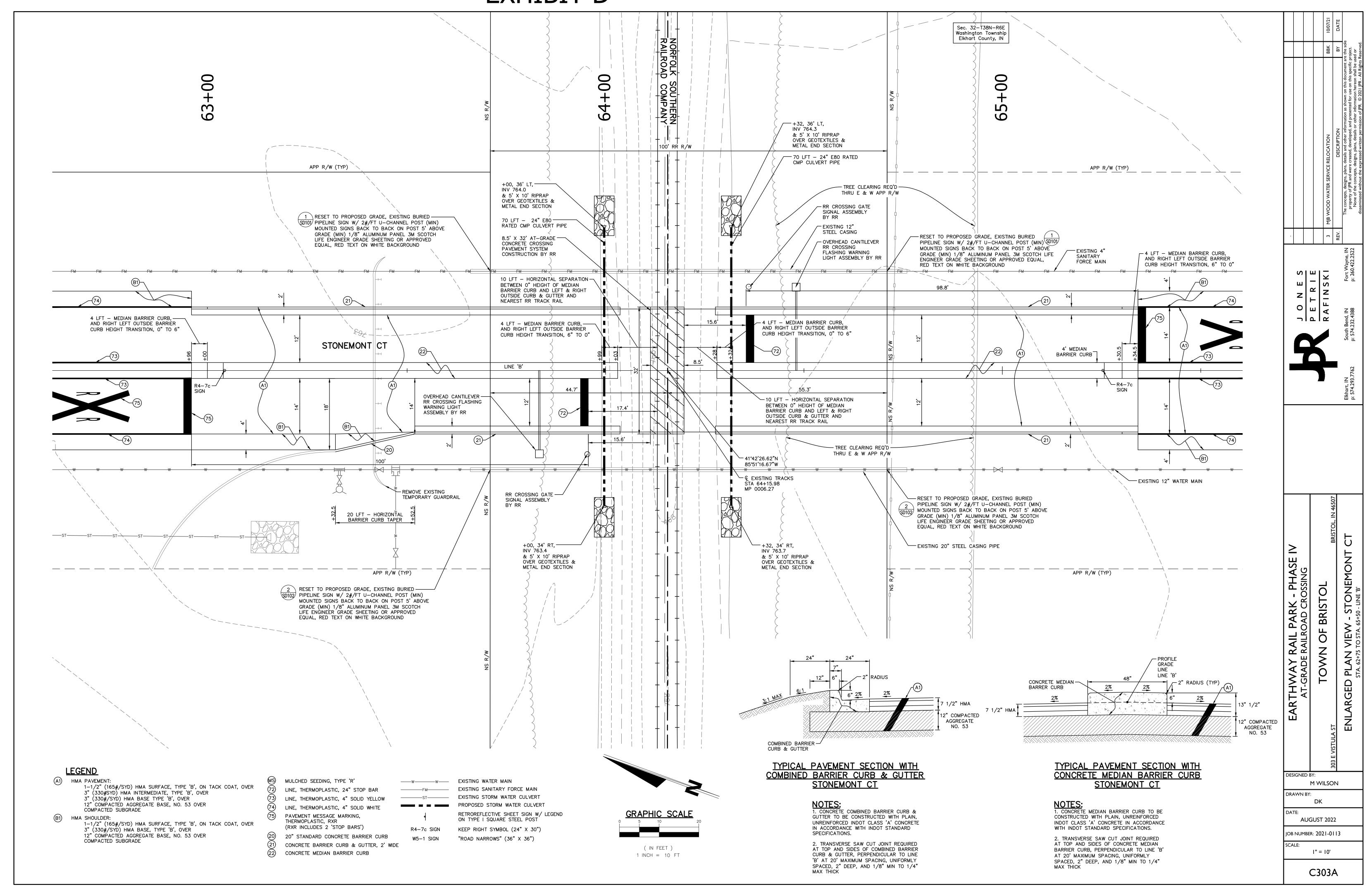
(502) 608-9855

EXHIBIT D



G:\2020 Projects\2020—0277\Eng\Offsite Road & Utility Plans\Railroad Coordination\Line 'B' — Stonemont C

EXHIBIT D



120 Projects\2020—0277\Eng\Offsite Road & Utility Plans\Railroad Coordination\Line 'B' — Ston

EXHIBIT E

MAPLE ST RAILROAD CROSSING CLOSURE

OWNER/DEVELOPER TOWN OF BRISTOL

303 E VISTULA STREET BRISTOL, IN

SURVEYOR/ENGINEER

Jones, Petrie, Rafinski Corp. 325 S. Lafayette Blvd. South Bend, IN 46601 574-232-4338

UTILITIES

ELECTRIC

NIPSCO 370 E KERCHER ROAD GOSHEN, IN 46526 **BRAD CRISE** (574) 535-0263 NIPSCO

370 S 100 E LAGRANGE, IN 46761

JOSEPH HARTMAN (260) 463-3999

TELEPHONE

FRONTIER (VERIZON) 24373 COUNTY ROAD 6 ELKHART, IN 46516 ROBIN BRANSON (574) 875-3789

WATER & BRISTOL WASTEWATER TREATMENT & UTILITY

1300 W VISTULA STREET **SEWER** BRISTOL, IN 46507

JOHN SUPPER (574) 848-7931

CABLE COMCAST 4045 EDISON LAKES PARKWAY

TELEVISION MISHAWAKA, IN 46545 JAY CASTELLO

(847) 789-1039

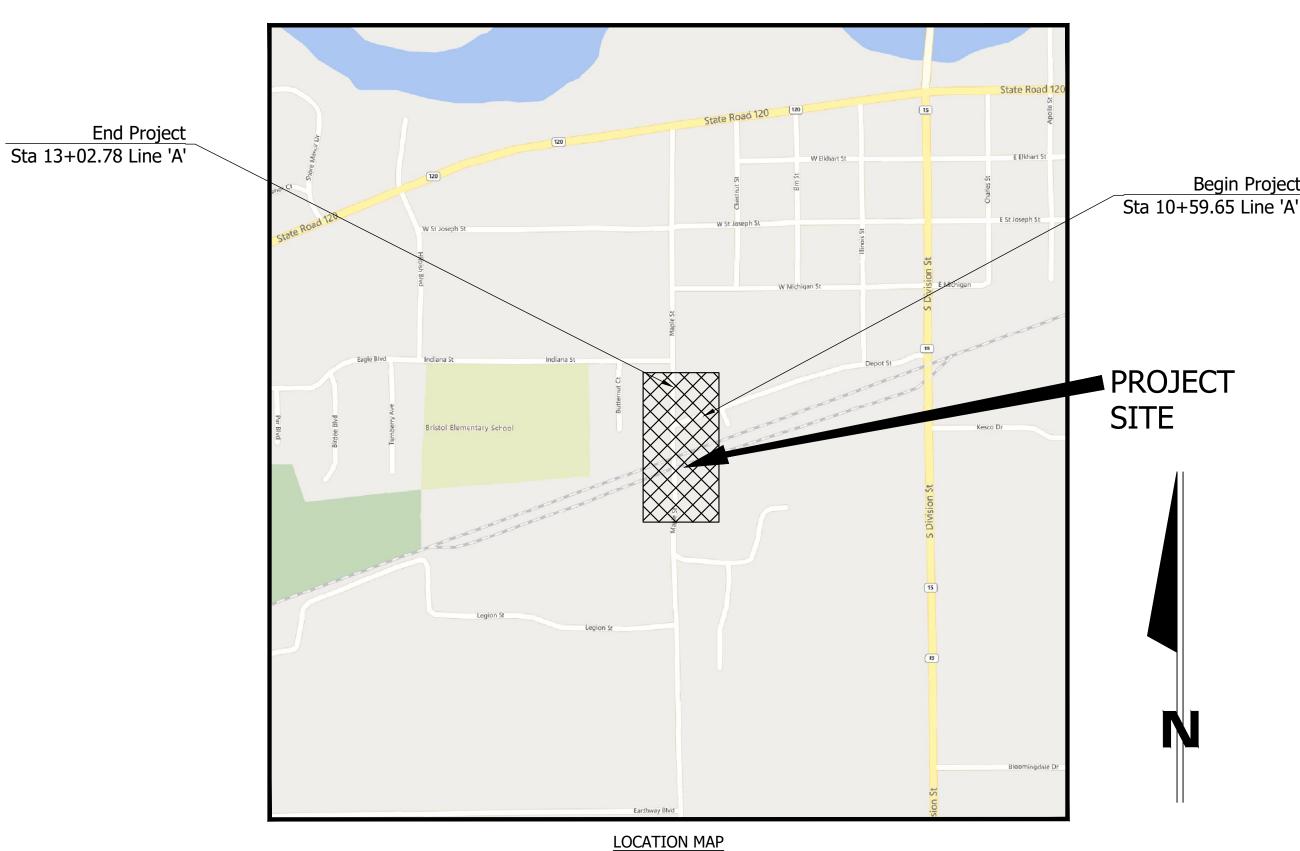
UTILITY INDIANA 811 EXACTIX UNDERGROUND PROTECTION SYSTEM 1433 HOLEY MOLEY WAY

LOCATE GREENWOOD, IN 46143

(800) 382-5544

PROJECT DESCRIPTION

REMOVAL OF MAPLE STREET RAILROAD CROSSING INCLUDING NEW HMA FULL DEPTH PAVEMENT AT THE INTERSECTION OF MAPLE STREET AND DEPOT STREET



PART OF THE TOWN OF BRISTOL, INDIANA SECTION 27, TOWNSHIP 38 NORTH, RANGE 6 EAST, WASHINGTON TOWNSHIP, ELKHART COUNTY

THE PROPOSED CONSTRUCTION WILL NOT BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN

INDEX OF PLANS

- 01 COVER
- 02 GENERAL NOTES
- 03 PLAT NO. 1 04 - TYPICAL SECTIONS

REVIEWED BY: MDV

REVIEWED BY: JMG

10/18/2022

X'' = XX'

01 of 06

JOB NUMBER: 21-0113:211

APPROVED BY THE TOWN COUNCIL THIS DAY OF FLOYD LYNCH

IMPORTANT UNDERGROUND UTILITY NOTES

EXISTING UNDERGROUND UTILITIES SHOWN IN THESE PLANS ARE BASED ON EVIDENCE OF ABOVE GROUND FEATURES, ON LOCATIONS MARKED IN THE FIELD BY OTHERS, OR ON RECORD INFORMATION PROVIDED BY UTILITY COMPANIES. PIPE INVERT ELEVATIONS WERE MEASURED WITHOUT ENTERING CONFINED SPACES. NO EXCAVATION SHOULD OCCUR WITHOUT NOTIFICATION OF APPROPRIATE AGENCIES AND UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF PIPE INVERT ELEVATIONS AND UTILITY LOCATIONS, AND SHALL NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARE DISCOVERED.

GENERAL NOTES

FOR PROTECTION OF UNDERGROUND UTILITIES, CONTRACTOR SHALL CALL 1-800-382-5544 A MINIMUM OF THREE WORKING DAYS PRIOR TO EXCAVATING IN THE VICINITY OF UTILITY LINES. ALL INDIANA 811 PARTICIPATING MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE INDIANA 811 ALERT SYSTEM.

IF ANY ERRORS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

THE CONTRACTOR SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL GOVERNMENT, INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, AND THE INDIANA DEPARTMENT OF TRANSPORTATION.

THE CONTRACTORS SHALL MAKE WHATEVER SOIL BORINGS NECESSARY TO FULLY ACQUAINT THEMSELVES WITH CONDITIONS AS THEY EXIST SO THAT THEY MAY FULLY UNDERSTAND THE CONDITIONS WHICH MAY AFFECT THE COST OF THE WORK. FAILURE TO MAKE SUCH BORINGS OR ANY BORINGS MADE WHICH DO NOT PROVIDE A COMPLETE UNDERSTANDING OF THE CONDITIONS ENCOUNTERED SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR CARRYING OUT ALL THE WORK TO COMPLETION AS SHOWN ON THE PLANS, OR AS SPECIFIED, AT THE PRICE SPECIFIED TO BE PAID FOR THE WORK. WHERE THE RESULTS OF ANY TEST BORINGS ARE SHOWN ON THE PLANS, THE INFORMATION IS NOT GUARANTEED AND THE CONTRACTOR MUST SATISFY HIMSELF AS TO THE CHARACTER OF MATERIALS THAT MAY BE ENCOUNTERED.

THE CONTRACTOR SHALL FOLLOW THE IOSHA REGULATIONS 29 C.F.R. 1926 SUBPART P, FOR TRENCH SAFETY SYSTEMS. THE COST FOR TRENCH SAFETY SYSTEMS SHALL BE MERGED INTO THE PAY ITEM OF THE PRINCIPAL WORK WITH WHICH THE SAFETY SYSTEMS ARE ASSOCIATED. THE CONTRACTOR SHALL OTHERWISE BE RESPONSIBLE FOR SAFETY IN REGARD TO THE PROJECT'S CONSTRUCTION.

PRELIMINARY PRELIMINARY FOR REVIEW FOR REVIEW MICHAEL D. VOLL, PE 11600311 JEFFREY M. GASTEL, PE 062051694 **PURPOSES PURPOSES** COVERING ROADWAY & UTILITY DESIGN COVERING PEER REVIEW ONLY ONLY REGISTERED PROFESSIONAL ENGINEER STATE OF ILLINOIS REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA

