

State of Wisconsin/Department of Transportation

AGREEMENT FOR HIGHWAY - RAILROAD
GRADE CROSSING SURFACE

PROJECT I.D. 5990-03-54
Beloit Avenue, City of Janesville
(UP Crossing Surface)
City Street
Rock County
DOT No. 177 987A MP 88.84

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 Union Pacific Railroad Company 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 195.29, Wisconsin Statutes that the highway-railroad grade crossing, identified as DOT No. 177 987A, of the Company's Harvard Subdivision and Beloit Avenue in the City of Janesville, Rock County, needs to be improved pursuant to his Order dated August 23, 2001 in Docket # 9040-RX-1150; and

WHEREAS, the State desires to finance the installation of the highway-railroad grade crossing surface with a combination federal and local funds as provided under Section 84.03, Wisconsin Statutes; and deems it more feasible and advantageous for highway purposes to have a certain part 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) Retamp the existing roadway two-track crossing, shift the existing concrete panels to the east and widen the crossing to the west to accommodate the widening of the roadway and install concrete panels extending at least one foot beyond the edges of the sidewalks.
 - (b) Such work is further described in the agreement summary, Exhibit "B", the detailed estimate, Exhibit "C", and shown on Exhibits "D" through "G" which are attached hereto and made a part hereof.
3. WORK TO BE PERFORMED BY THE STATE. Provide traffic control barricades for use at the crossing, sign and mark a detour for a maximum of 7 consecutive days and pave the asphaltic surfacing to accommodate the crossings.
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.
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 labor for the work described herein and as shown on Exhibit "B" is \$35,097. The State agrees to reimburse the Company for 100 percent of such cost eligible for reimbursement under this Agreement. The Company agrees to fund all materials and equipment costs.
8. INVOICE AND BILLS. The Company will submit all invoices and bills for reimbursement, to the

Transportation District Office, 1681 Second Avenue South, PO Box 8021, Wisconsin Rapids, Wisconsin 54495-8021. 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.

UNION PACIFIC RAILROAD COMPANY

By _____

Title _____

Date _____, 20____

DEPARTMENT OF TRANSPORTATION

By _____

Contracts Manager

Date _____

APPROVED _____, 20____

Governor of Wisconsin

AGREEMENT SUMMARY

PROJECT ID 5990-03-54

<u>LOCATION</u>	<u>ESTIMATE PRICE</u>
Beloit Avenue, City of Janesville	\$ 48,853
Materials& Equipment Costs (UP Funded)	<u>(16,947)</u>
Subtotal	\$ 31,906
Contingencies 10%	<u>\$ 3,191</u>
Agreement Total	\$ 35,097
VE	\$ <u>351</u>
<i>Project Total</i>	<i>\$ 35,448</i>

EXHIBIT B