

## **Process for a Crossing Repair Fund Projects (No Federal Funds)**

1. Region, local unit of government or railroad identifies candidate project.
2. Field review (possibly with RHS and RR).
3. Region confirms the RR is willing to fund its cost share (minimum 15%).
4. Region assigns RR project ID number. Life Cycle 00
5. Region sends submittal package (CDR or a brief explanation of the project, plan sheets & Railroad Crossing Report form DT1589) to BSHP Program Development Section and RHS Engineering and Safety Unit.
6. BSHP schedules review by Crossing Repair Committee.
7. BSHP sends letter to Region with instructions either approving or denying funding for project.
8. The RRC (with input from BSHP) provides region planning the crossing ID number(s), project estimate, RR % of funding, location, schedule date and type of work. Region initializes the project in FIIPS. Under "functional type" code as a construction project. Region initializes in FIIPS ("Schedule {R/R} Date" equals 6-25 of it's FY funding, "PS&E Date" should be 2 months prior to the schedule date). Life Cycle 10
9. Region puts together the detour plan and paving plan and sends to RHS.
10. During the fiscal year that the project is scheduled, the RRC requests the FIIPS Coordinator to authorize the full project for charges. These types of projects have a categorical environmental exemption. Status F
11. BSHP requests authorization of Fiscal Services Section (FSS). Status G
12. Project is authorized for charges by FSS. Status H
13. RHS drafts proposal/estimate request and sends to RRC for comments.
14. RRC and project manager/designer review draft proposal/estimate request prepared by RHS and makes necessary changes.
15. RHS sends proposal/estimate request to railroad.
16. Railroad performs preliminary (design) engineering, generates an estimate and sends to RHS.
17. RHS prepares agreement.
18. RHS sends agreement originals to railroad. RRC receives agreement copy, copies and forwards to project manager. Region FIIPS coordinator also receives a copy, checks out the project in FIIPS, updates the cost along with any other necessary information. (= PS&E Date) Life Cycle 20
19. May need further RR negotiations or amended agreement based on RR comments.
20. Railroad approves agreement and returns to RHS.
21. RHS prepares DT-25.
22. Agreement to FSS ---- Secretary ---- Governor.
23. Agreement executed by FSS (Contract Administration Unit) and encumbers the dollars (Expenditure Accounting Unit). (=Schedule Date)
24. Executed agreement to RHS.
25. RHS sends copy of executed agreement to the railroad (with authorization to order materials), with copy to the RRC and the Region FIIPS coordinator.
26. Progressive billing by RR may begin. Design and material bills may be submitted before construction with other progressive bills coming up until the final bill is submitted or 1 year after the completion certificate is sent to the railroad.
27. The region ensures that the R/R schedule date and the EAPS encumbrance date are in sync and moves the project to life cycle 40. (Life Cycle 40)
28. RRC provides a copy of the executed agreement to the project manager.

29. Project manager ensures a copy of the executed agreement is given to the construction project manager.
30. RRC reviews progressive bills and forwards to FSS for partial or complete payment. An explanation of partial payment is required by FSS.
31. RRC issues written start notice to railroad and copies RHS and FSS. If there was an OCR Order then also send a copy to the OCR.
32. Railroad notifies RRC of intent to start.
33. Construction by RR and inspection by region.
34. Railroad notifies RRC of the completion date. If the railroad didn't notify the RRC of the completion date and a field inspection of the project indicates that the project is complete, then go ahead to the next step.
35. Region does field inspection for acceptance.
36. RRC fills out final acceptance letter and completion certificate. The original gets sent to the railroad and copies get sent to RHS and FSS. If there was an OCR order then also send a copy to the OCR.
37. Railroad is given three months to dispute state's final acceptance of the project, otherwise use the completion date from the final acceptance letter to start the one year for the railroad to send the final bill to the RRC.
39. Railroad needs to submit final bill to the RRC within one year of the state's final acceptance of the project, otherwise the RRC can close the project.
40. RRC reviews final bill and resolves with the railroad any disputed items.
41. RRC forwards undisputed final bill to FSS for payment along with advising FSS to disencumber any remaining project dollars and close the project to charging.
42. FSS disencumbers any remaining project dollars and closes project to charging. Life Cycle 50
43. One month after sending the final bill to FSS, RRC checks EAPS to see if the final bill has been processed and marked as final and to see if the remaining funds have been released. Also check FIIPS to see if the project is closed except for JV.

RHS: Railroads and Harbors Section  
RRC: Regional Railroad Coordinator

## State of Wisconsin/Department of Transportation

AGREEMENT FOR HIGHWAY - RAILROAD  
GRADE CROSSING SURFACE  
STH SURFACE REPAIR PROGRAM

Project I.D. 2302-06-50  
STH 167 (Holy Hill Road)  
Town of Richfield  
WSOR crossing surface  
Crossing No. 386 994L – MP 109.62  
Washington County

This Agreement, by and between the STATE of Wisconsin, Department of Transportation, hereinafter referred to as the "STATE" and the Wisconsin and Southern and 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 STATE has determined that the highway-railroad grade crossing, identified as DOT No. 386 994L MP 109.62, on STH 167 in the Town of Richfield, Washington County needs to be improved; and

WHEREAS, the STATE desires to finance the installation of the highway-railroad grade crossing surface with a combination STATE and COMPANY funds as provided under Section 84.13, 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 January 2, 2007, Exhibit "A", attached hereto and made a part of this Agreement.
2. WORK TO BE PERFORMED BY THE COMPANY.
  - (a) Remove the existing track and crossing material, prepare track structure, install concrete panels approximately 42 feet from the shoulder points through roadway. Provide detour advance warning signage (for a maximum of 7 consecutive days), traffic control in the vicinity of the crossing, saw cut the existing concrete pavement, furnish and install the asphaltic surfacing needed to accommodate the new concrete crossing.
  - (b) Such work is further described in the agreement summary, Exhibit "B", the detailed estimate, Exhibit "C", and shown on Exhibit "D-E" which are attached hereto and made a part hereof.
3. 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.
4. 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.
5. 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.
6. APPORTIONMENT OF COSTS. The estimated Agreement cost of the work described herein and as shown on Exhibit "B" is Eighty One Thousand Two Hundred Two Dollars (\$81,202). The STATE agrees to reimburse the COMPANY for 85 percent of such cost eligible for reimbursement under this

Agreement.

7. INVOICE AND BILLS. The COMPANY will submit all invoices and bills for reimbursement, to the South East Transportation Region Office, 141 NW Barstow Street, Waukesha, WI 53188. 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 a Final Bill is not submitted within one year of the STATE'S acceptance of the COMPANY'S work, the last detailed progressive bill will be considered to be the Final Bill pursuant to 23 CFR 140.922.

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 AND SOUTHERN RAILROAD COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

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

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Contracts Manager

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

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

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

AGREEMENT SUMMARY

PROJECT ID 2302-06-50

<u>LOCATION</u>	<u>ESTIMATE PRICE</u>
Holy Hill Road (STH 167), Town of Richfield	\$ 74,137
Credit for scrap rail 317 LF @ \$1 per LF	<u>(317)</u>
Subtotal	\$ 73,820
Contingencies 10%	<u>\$ 7,382</u>
Agreement Total	\$ 81,202
	<u>IE \$ 812</u>
Project Total:	\$ 82,014

**EXHIBIT B**