

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 \$ 35,448</i>

EXHIBIT B

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>
	Project Total:	\$ 6,253

EXHIBIT B

Process that is followed for a

Railroad Crossing Surface Repair Project (No Federal Funds)
(RR Force Work Component)

Project Identification and Approval

1. A comprehensive detailed surface rating is conducted by a single individual in the summer of the even numbered calendar years for all railroad (RR) crossings on the State Trunk Highway System. (Connecting Highway crossings are not rated since they are not eligible for this funding). The most deficient crossings identified through the field rating process are candidates for the Rail Crossing Repair Program.
2. Candidate projects can also be identified by the Region Railroad Coordinator (RRC), RR or the local unit of government. These candidates will also be evaluated using the results of the statewide surface rating.
3. WisDOT Rail Projects Review Committee reviews the field rating results and selects projects to be programmed.
4. Railroads and Harbors Section (RHS) requests that the RRC check for any upcoming projects that could impact the railroad crossing surface repair project.
5. Bureau of State Highway Programs (BSHP) Highway Safety Improvement Program manager sends approval letter to region with FIIPS loading instructions.
6. RHS informs the RR of the approved crossing surface repair project and fiscal year that it is scheduled and verifies that the RR has not already addressed the deficiency.

Project Setup and Preliminary Engineering

7. Based on the FIIPS loading instructions provided by BSHP and input from the RRC and RHS, the Region FIIPS Coordinator completes the project setup and initializes it in FIIPS. Region assigns RR project ID number based on guidance found at [PMM 05-05-10e](#), (*only accessible to WisDOT employees*) Under “functional type” code as a construction project. (Schedule Date equals 6-25 of its FY funding, PS&E Date should be 3-25 of its FY funding) Review Control Code A, **Life Cycle 10**.
8. The region identifies and ensures that projects in an MPO are included in the MPO’s TIP. When the TIP becomes available, the Region FIIPS Coordinator should enter the TIP number into FIIPS. The region should respond to both BSHP and the RHS Grade Crossing Safety Engineer with the TIP number.
9. RHS Grade Crossing Safety Engineer requests that the Region FIIPS Coordinator authorize the full project for charges. The Region FIIPS Coordinator moves the project to Review Control Code F. These types of projects have a categorical environmental exemption.
10. Region FIIPS Coordinator requests authorization from the Program Finance Section (PFS).
11. PFS staff reviews project funding for any possible changes that may be needed, moves the project to Review Control Code G, then requests authorization of the Financial Operations Section (FOS) of the Division of Business Management (DBM).
12. Project is authorized for charges by DBM FOS, and they move the project to Review Control Code H.

Obtaining Railroad Force Work Agreement

13. RHS drafts proposal/estimate request. After seeking concurrence from the RRC, RHS sends the proposal/estimate request to the railroad and copies the RRC.
14. Railroad performs preliminary (design) engineering, generates an estimate, and sends to RHS.
15. Estimate reviewed and approved by RHS. The estimate may need further RR negotiations before development of the proposed force work agreement.
16. RHS prepares force work agreement. After seeking concurrence from the RRC, RHS sends the proposed agreement to the railroad and copies the RRC.
17. Railroad approves and signs agreement, then sends to RHS.

18. RHS prepares DT-25 and sends, with signed railroad agreement, to the Audit & Contract Administration Section in the Bureau of Financial Management (BFM) (email: DOTCAU@dot.wi.gov). If signed railroad agreement utilizes docuSign, send DT-25 separately.
19. The Audit and Contract Administration Section executes the agreement and DT-25. They send the fully executed agreement and DT-25 to RHS.
20. RHS Grade Crossing Safety Engineer verifies the schedule date, estimate amount, delivery amount, Review Control status, authorization amount, funding, All Work Complete date, and the environmental document type in FIIPS, and provides a request for any updates to the Region FIIPS Coordinator. Include fully executed agreement with request.
21. Region FIIPS Coordinator:
 - a. Updates the estimate amount, schedule date and/or funding to reflect the information provided in the railroad agreement.
 - b. Confirms that FIIPS shows a categorical environmental exemption.
 - c. Reviews All Work Complete (AWC) date set at 36 months after December 31st of the schedule date. *For example, if the schedule date is 6/25/2022, the All Work Complete Date will be December 31, 2025.*
 - d. Moves project to **Life Cycle 20**.
 - e. Delegates the project to PFS for review and provides them with a copy of the fully executed agreement.
22. PFS staff reviews funding for any required changes. Projects will then be delegated to the FOS Region Accountant (Theresa Schult), with a copy of the fully executed agreement.
23. When FIIPS is verified and fully updated, RHS Grade Crossing Safety Engineer requests encumbrance to the FOS Expenditure Accounting Unit (email: DOTExpenditureAccounting@dot.wi.gov). The request should include the Request to Encumber Railroad Project form and the fully executed agreement. Note, encumbrance does not include delivery. In E-mail, request FOS confirmation of encumbrance.
24. FOS Expenditure Accounting Unit encumbers the railroad agreement.
25. RHS Grade Crossing Safety Engineer checks to verify that the encumbrance date (creation of the Purchase Orders, found in Peoplesoft) either precedes or matches FIIPS schedule date.
26. After encumbrance is ensured, the Region FIIPS Coordinator moves the railroad project to **Life Cycle 40** and switches the encumbered flag to Yes in FIIPS.
27. RHS Grade Crossing Safety Engineer sends RRC fully executed agreement.
28. RRC verifies FIIPS and encumbrance. Once verified, RRC sends E-mail with fully executed agreement, and start notice to the railroad and copies RHS.

Project Construction and Billing (Region project management responsibilities start here)

29. RRC is responsible for performing all construction project management duties, including bringing project stakeholders together for project construction work.
30. Railroad notifies RRC of intent to start.
31. Progressive billing by RR may begin. (design and material bills may be submitted before construction with other progressive bills following until the final bill is submitted or one year after the final acceptance E-mail is sent to the railroad).
32. RRC reviews progressive bills and forwards to FOS for partial or complete payment. (An explanation of partial payment is required by FOS).
33. Construction by RR.
34. Railroad notifies RRC of the completion date. (If the railroad didn't notify the RRC of the completion date and a final invoice is submitted, then proceed to the next step).
35. RRC does field inspection for acceptance.
36. RRC fills out final acceptance E-mail and sends to the railroad and copies RHS and FOS.
37. Railroad is given three months to dispute state's final acceptance of the project. Otherwise use the completion date from the final acceptance E-mail to start the one year for the railroad to send the final bill to the RRC.

38. 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.
39. RRC reviews final bill and resolves with the railroad any disputed items.
40. RRC forwards undisputed final bill to FOS for payment along with advising FOS to disencumber any remaining project dollars and close the project to charging.
41. FOS disencumbers any remaining project dollars and closes project to charging. **Life Cycle 50.**
42. One month after sending the final bill to FOS, RRC checks PeopleSoft 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. More information on closing contracts and projects can be found in [PMM 06-10-55e](#). (*only accessible to WisDOT employees*)

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