



WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Washington State Dept. of Transportation

Petitioner,

vs.

Clark County Railroad

Respondent.

DOCKET NO. TR-

PETITION TO MODIFY A HIGHWAY-RAIL GRADE CROSSING

USDOT CROSSING NO.:917071H

The Petitioner asks the Washington Utilities and Transportation Commission to approve modification of a highway-rail grade crossing under RCW 81.53.060. Modifications can include constructing supplemental safety measures such as median barriers, realigning highway or railroad tracks, widening highways, constructing multiple tracks, or changes to crossing surfaces that alter the dimensions of an existing surface, the angle at which the tracks intersect a highway, or the vertical alignment of a crossing (i.e., to accommodate track super-elevation, or changes in railroad or roadway grade).

Section 1 - Petitioner's Information

Washington State Department of Transportation

Petitioner

[Handwritten Signature]

Signature

310 Maple Park Avenue SE, Suite 2B

Street Address

Olympia, WA 98504

City, State and Zip Code

PO Box 47329 Olympia, WA 98504-7329

Mailing Address, if different than the street address

Connie Raezer

Contact Person Name

360-705-7459      raezerc@wsdot.wa.gov

Contact Phone Number and E-mail Address

*Section 2 – Respondent’s Information*

Clark County Railroad Respondent
PO Box 9810 Street Address
Vancouver, WA 98660 City, State and Zip Code
Mailing Address, if different than the street address
Jerry Barnett Contact Person Name
360-773-7664 jerry.barnett@clark.wa.gov Contact Phone Number and E-mail Address

*Section 3 – Crossing Location*

1. Existing highway/roadway <u>State Route 503 – Battleground WA</u>
2. Existing railroad <u>Clark County Railroad &amp; Portland Vancouver Junction Railroad</u>
3. GPS location <u>45.732 - 122.551</u>
4. Railroad mile post (nearest tenth) <u>9.75</u>
5. City <u>Battleground</u> County <u>Clark</u>

**Section 4 – Railroad Information**

1. Railroad company Clark County Railroad

2. Type of railroad at crossing     Common Carrier     Logging     Industrial  
 Passenger     Excursion

3. Type of tracks at crossing     Main Line     Siding or Spur

4. Number of tracks at crossing    1

5. Average daily train traffic, freight 2 moves per week  
Authorized freight train speed 10 mph    Operated freight train speed 10 mph

6. Average daily train traffic, passenger None  
Authorized passenger train speed \_\_\_\_\_    Operated passenger train speed \_\_\_\_\_

**Section 5 – Proposed Temporary Crossing**

1. Will a temporary crossing be installed?    Yes \_\_\_\_\_    No X

2. If so, describe the purpose of the crossing and the estimated time it will be needed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Will the petitioner remove the crossing at completion of the activity requiring the temporary crossing?    Yes \_\_\_\_\_    No X  
Approximate date of removal \_\_\_\_\_

**Section 6 – Current Highway Traffic Information**

1. Name of roadway/highway State Route 503

2. Roadway classification State Highway

3. Road authority Washington State Department of Transportation

4. Average annual daily traffic (AADT) 25,000

5. Number of lanes 2 in each direction (4)

6. Roadway speed 55 mph

7. Is the crossing part of an established truck route? Yes X No \_\_\_\_\_

8. If so, trucks are what percent of total daily traffic? 6

9. Is the crossing part of an established school bus route? Yes X No \_\_\_\_\_

10. If so, how many school buses travel over the crossing each day? 10

11. Describe any changes to the information in 1 through 10, above, expected within ten years:  
Traffic is inspected to increase as this area develops

**Section 7 – Proposed Crossing Modification**

1. Please provide a detailed description of the proposed changes to the crossing. Describe the justification for the proposed changes as well as the effects of proposed changes on warning devices, advance warning signs, pavement markings, etc.

WSDOT to install bus pull out lanes, and move any roadway luminary necessary to install bus pull out lane.

RR to add additional crossing surface to the southbound lanes (west side of highway).

Improvements to be funded under Federal Section 130 Program.

**Section 8 – Sight Distance**

1. Complete the following table, describing the sight distance for motorists when approaching the tracks from either direction after modification.

a. Approaching the crossing from South, the current approach provides an unobstructed view as follows: (North, South, East, West)

Direction of sight (left or right)	Number of feet from proposed crossing	Provides an unobstructed view for how many feet
Right	300	77 (Tree)
Right	200	81 (Tree)
Right	100	113
Right	50	165
Right	25	1,200
Left	300	110
Left	200	123
Left	100	170
Left	50	1,100
Left	25	1,100

b. Approaching the crossing from North, the current approach provides an unobstructed view as follows: (Opposite direction-North, South, East, West)

Direction of sight (left or right)	Number of feet from proposed crossing	Provides an unobstructed view for how many feet
Right	300	128
Right	200	166
Right	100	187
Right	50	1,100
Right	25	1,100
Left	300	111
Left	200	122
Left	100	160
Left	50	1,200
Left	25	1,200

2. Will the modified crossing provide a level approach measuring 25 feet from the center of the railway on both approaches to the crossing?

Yes X No     

3. If not, state in feet the length of level grade from the center of the railway on both approaches to the crossing. \_\_\_\_\_

4. Will the modified crossing provide an approach grade of not more than five percent prior to the level grade?

Yes X No

3. If not, state the percentage of grade prior to the level grade and explain why the grade exceeds five percent.

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*Section 9 – Illustration of Modified Crossing Configuration*

Attach a detailed diagram, construction plans, drawings, map or other illustration showing the following:

- ◆ The vicinity of the modified crossing.
- ◆ Layout of the railway and highway 500 feet adjacent to the crossing in all directions.
- ◆ Percent of grade.
- ◆ Obstructions of view identified in Section 8.
- ◆ Traffic control layout showing the location of the existing and proposed signage.

See attached Agreement RRB 1157, estimate and copy of Diagnostic Team Review Worksheet.

AGREEMENT Number RRB ~~1156~~ <sup>Clark</sup> 1157

**RAILROAD GRADE CROSSING AGREEMENT**  
**USDOT 917071H**  
State Route 503 Mile Post 4.48

This Agreement ("Agreement"), is executed to be effective as of this 21 day of August, 2017 ("Effective Date"), by and between Clark County Railroad (RAILWAY), and the Washington State Department of Transportation (STATE or WSDOT).

Description of Improvements and Division of Work

A. Work to be performed by the RAILWAY, or its contractor, at STATE expense (included in the Estimate of Cost):

Add additional crossing surface to the southbound lanes (west side of highway).

B. Work to be performed by the STATE, or its contractor, at STATE expense (not included in the Estimate of Cost):

Install bus pull out lanes and guardrails, realign pedestrian path, and move any roadway luminary necessary to install bus pull out lane.

WHEREAS, the STATE desires that the above described improvements be constructed at the referenced location, and

WHEREAS, it is deemed to be in the best public interest for the RAILWAY, as owners of the track or tracks, to perform specific work as herein described (Railroad Work"), and

WHEREAS, reimbursement by the STATE to the RAILWAY for costs incurred by the RAILWAY in undertaking the Railroad Work is pursuant to 23 USC, Section 130.

NOW THEREFORE, in consideration of the recitals above as if set forth below, the terms, conditions, covenants and performances contained herein, the above recitals that are incorporated herein as if set forth below, Exhibits A and B, attached hereto and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**ARTICLE 1 GENERAL**

All Railroad Work to be reimbursed by the STATE under this AGREEMENT, including work performed by the RAILWAY's consultants or contractors, will be subject to compliance with the applicable sections of 23 CFR Parts 646 (Subpart B) and 140 (Subpart I), which sections are incorporated hereby and made a part of this AGREEMENT.

**ARTICLE 2 SCOPE OF WORK**

The STATE and the RAILWAY will perform the work as set forth in the above "Description of Improvements and Division of Work." A plan labeled Exhibit A further describes the proposed improvements.

The RAILWAY will provide all work, labor, materials and services to perform the Railroad Work. For all applicable materials necessary to perform the Railroad Work, the RAILWAY shall comply with the Buy America requirements under 23 U.S.C. 313. The RAILWAY shall provide materials certifications with each invoice for which payment is requested that affirms said materials comply with 23 U.S.C. 313.

If work is to be performed by the STATE or its contractor as described in this AGREEMENT, the RAILWAY hereby grants the STATE or its contractor permission to enter upon the RAILWAY's property for the purpose of performing said work.

### **ARTICLE 3 AUTHORITY TO BEGIN WORK**

The RAILWAY agrees not to commence Railroad Work until receipt of notice to begin Work in writing by the STATE, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification. The RAILWAY agrees to notify the STATE at least 14 calendar days prior to beginning Railroad Work.

### **ARTICLE 4 PROTECTION OF RAILROAD PROPERTY DURING CONSTRUCTION**

All work herein provided for to be done by the STATE or its contractors on the RAILWAY's right of way shall be performed by the STATE or its contractors in a manner as not to interfere with the movement of trains or traffic upon the tracks of the RAILWAY. The STATE or its contractors, shall use all care and precaution necessary to avoid accident, damage, or interference to the RAILWAY's tracks or to the trains or traffic using its tracks and notify the RAILWAY at least 30 calendars days prior to performing work adjacent to any track to enable the RAILWAY to furnish flagging and the STATE shall reimburse the RAILWAY for the cost thereof PURSUANT TO Section VII, below.

### **ARTICLE 5 INSURANCE**

Any contract between the STATE and its contractor for STATE construction work within RAILWAY property shall require the contractor to:

1. Furnish to the RAILWAY a Railroad Protective Insurance Policy in the form provided by FHPM 6-6-2-2. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of the loss or destruction of or injury or damage to property in any one occurrence during the policy period, and subject to that limit a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000) for all damages during the policy period. Said insurance policy is to be executed by a corporation qualified to write the same in the state in which the work is to be performed, shall be in the form and substance satisfactory to the RAILWAY and shall be delivered to an approved by the RAILWAY prior to commencement of any work within RAILWAY property.
2. Carry regular Contractor's Public Liability and Property Damage Insurance providing for a limit of riot less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of one person, and, subject to the limit for each person, a total limit of not



less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages to or destruction of property in any one occurrence and subject to that limit a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages to or destruction of property during the policy period.

A certificate of insurance providing proof of Contractor's Public Liability and Property Damage Insurance, executed by a corporation qualified to write the same in the State of Washington and in form and substance satisfactory to the RAILWAY, shall be delivered to and approved by the RAILWAY prior to the entry upon or use of the RAILWAY's property by the contractor.

#### **ARTICLE 6 PROJECT COMPLETION**

Within 30 calendar days of completion of the Railroad Work, the RAILWAY will by letter notify the STATE that construction is completed.

#### **ARTICLE 7 PAYMENT**

The STATE, in consideration of the faithful performance of the Railroad Work to be done by the RAILWAY, agrees to pay the RAILWAY actual direct and related indirect costs accumulated in accordance with a work order accounting procedure as prescribed and approved by the ICC Uniform System of Accounts, or its equivalent.

An itemized estimate of cost for the Railroad Work to be performed by the RAILWAY at the STATE's expense is shown on Exhibit B.

Following execution of this AGREEMENT, progress bills may be submitted to the STATE to cover costs incurred and the STATE shall pay such progress billings within thirty (30) calendar days of receipt from the RAILWAY. If the billing is disputed for any reason, the STATE will promptly notify the RAILWAY and will pay any undisputed amount. Progress bills are not to be submitted more frequently than one (1) per month.

Final and detailed billing on all incurred costs shall be made by the RAILWAY and furnished to the STATE within ninety (90) calendar days of completion of the RAILWAY's Work, and the STATE shall pay all eligible amounts of such bill, less progress payments previously made.

It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, if required, all adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the RAILWAY, the RAILWAY agrees to refund such overpayment to the STATE.

During the progress of construction and for a period not less than six years from the date of final payment to the RAILWAY, the records and accounts pertaining to the construction of the project and accounting therefor are to be kept available for inspection and audit by the STATE and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

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**ARTICLE 8 SALVAGE**

All material removed by the RAILWAY, which has been replaced at STATE expense, shall be reclaimed or disposed of by the RAILWAY and shall be credited to the STATE in accordance with 23 CFR Part 140.908.

**ARTICLE 9 MAINTENANCE OF FACILITY**

Upon completion of the Work, the RAILWAY, at its sole cost and expense, shall operate and maintain any railroad warning devices, crossings surfaces, or other elements of railroad infrastructure as required by federal and state regulatory requirements.

**ARTICLE 10 RELOCATION OF FACILITY**

In the event that either highway or railway changes will necessitate revisions of the signals by rearrangement, replacement or additions at the said location, the party whose changes cause said revisions will bear the entire cost of the same without obligation to the other.

**ARTICLE 11 DISPOSITION OF SIGNALS NO LONGER REQUIRED**

If for any reason the signals shall no longer be required at said grade crossing, the RAILWAY, on the approval of the STATE, may remove said signals. If in the opinion of the RAILWAY said signals are not obsolete, the Parties will determine if they can be used at some other state highway - railroad grade crossing. If the signals are either obsolete or may not be used at any state highway grade crossing, the RAILWAY will pay the STATE the salvage value for material not previously replaced by the RAILWAY during maintenance, less cost of removal.

**ARTICLE 12 INDEMNIFICATION**

The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this AGREEMENT. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from the concurrent negligence of (a) the RAILWAY, its employees and authorized agents, and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, and/or authorized agents own negligence.

The Parties specifically assume potential liability for actions brought by the Party's own employees against the other Party and solely for the purposes of this indemnification, mutually waive any immunity they might have under the state industrial insurance laws (Title 51 RCW).

This indemnification and waiver shall survive the termination of this Agreement.

**ARTICLE 13 PREVIOUS AGREEMENTS**

This AGREEMENT (including exhibits incorporated herein) is the full and complete agreement between the RAILWAY and STATE with respect to the subject matter herein and supersedes any and all other

WSDOT Highway-Railroad Grade Crossing Agreement

prior agreements between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as were attendant to this Agreement.

In the event any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action or proceedings shall be brought in a state court of competent jurisdiction situated in Thurston County, Washington or in the regionally appropriate United States District Court. This Agreement shall be interpreted in accordance with the laws of the State of Washington, unless such laws, rules, and regulations are preempted by applicable federal laws, rules, and regulations.

To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

This AGREEMENT shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**RAILWAY**

By *May Beth*  
Title *Chair Council*  
Date *8-15-17*

Approved as to form only:

By: *Christina*  
Deputy Prosecuting Attorney

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

By *Ahmer Nizam*  
Title Ahmer Nizam, Technical Services and Business Manager  
Date *8/21/17*

Approval as to form *See attached*  
Assistant Attorney General

\_\_\_\_\_ Date

*1157*

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**RAILWAY**

By \_\_\_\_\_

Title \_\_\_\_\_

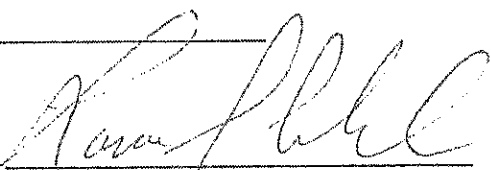
Date \_\_\_\_\_

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

Title Ahmer Nizam, Technical Services and Business Manager

Date \_\_\_\_\_

Approval as to form   
Assistant Attorney General

7/11/2017  
Date

## WSDOT RAILROAD GRADE CROSSING DIAGNOSTIC TEAM REVIEW WORKSHEET\*

Reviewers: WSDOT (Connie Raezer, Dave Bellinger, Lynn Rust) FHWA (Don Peterson) Railroad (Eric Temple) Clark County (Rob Klug) ESD 112 (Lindahl Grant) UTC (Betty Young, Paul Curl)

Date: August 22, 2016

Location: SR 503 Mile Post 4.48 (near NE Caples Rd) WSDOT Region SW

Railroad Portland Vancouver Junction Railroad & Clark County Railroad USDOT No. 917071H

WSDOT PIN: 450318R

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### Highway Data

No. of lanes in each direction: 2 lanes each direction (4)

Are Sidewalks or bike paths present? Yes  No

ADT: 25,000 - 2015 count

Roadway Speed Limit: 55 mph posted

School bus route? Yes  No  Unknown  Count \_\_\_\_\_

Truck route? Yes  No  Unknown  Percent \_\_\_\_\_

Hazmat transporters? Yes  No  Unknown

Crossing angle: 60 degrees

Approach curvature: tangent

Approach grades: level

- Evidence of scrape marks at the crossing from low vehicle clearance? Yes  No

Comments on highway data:

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### Railway Data

No. of Tracks: 1 Trains Per Day: 1 time per week

Train Speed Limit: 10 MPH

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\* This report of survey is undertaken in order to comply with 23 United States Code Section 130. The use of this data is governed by 23 United States Code Section 409 and shall not be subject to discovery or admitted into evidence in a federal or state court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

Approach curvature: \_\_\_\_\_

Passenger Trains? NO

Comments on railway data  
Train detection – DC

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**Warning Devices (check all that apply)**

- Gates       Overhead flashing lights       Shoulder-mounted flashing lights  
 Crossbucks       # Tracks sign       Stop Bars

Are advance warning signs and pavement markings (including stop line) properly placed and in good condition?  
Yes  No

If "no" explain \_\_\_\_\_  
\_\_\_\_\_

Note the presence of other warning or regulatory signs associated with the crossing. For example:

- Stop or Yield       Exempt       Do Not Stop on Tracks       Skewed Crossing  
 Low Clearance       Other(s) \_\_\_\_\_

Is the USDOT number posted? Yes  No

Is an emergency notification phone number posted?      Yes  No

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**Crossing Surface**

- Concrete       Asphalt       Timber       Rubber       Other \_\_\_\_\_

**Sight Distance**

Approach Sight Distance  
Greater than 200 feet

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Distance from the crossing along the opposing highway approach where the crossing becomes clearly visible: \_\_\_\_\_  
\_\_\_\_\_

**Clearing Sight Distance**

If the crossing has no gates, does the clearing sight distance meet the guidance criteria in Design Manual Figure 1350-1 (Case 1)?  
Not applicable

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**Sight Triangle**

If the crossing is passive, does the sign triangle meet the guidance criteria in Design Manual Figure 1350-1 (Case 2)?  
Not applicable

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Is the crossing illuminated? Yes  No

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**Other Roadways**

Are there any roadway intersections in the vicinity of the crossing that may cause traffic to queue back over the tracks? Yes  No

If yes:

- What is the available storage space? \_\_\_\_\_

Are traffic signals located within 200 feet of the crossing or otherwise contributing to vehicle queues approaching the tracks? Yes  No

If "yes", is Railroad Preemption provided? Yes  No

Comments/Observations

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**Accident Data**

No. vehicle-train collisions in the last 5 years

Fatal \_\_\_\_\_

Injury \_\_\_\_\_

Property Damage \_\_\_\_\_

No. non-train-related vehicle collisions at crossing in the last 5 years

Fatal \_\_\_\_\_

Injury 3 \_\_\_\_\_

Property Damage 5 2011-2016

No. pedestrian-related incidents in the last 5 years

Fatal \_\_\_\_\_

Injury \_\_\_\_\_

Information on reported near misses between vehicles and trains at the crossing

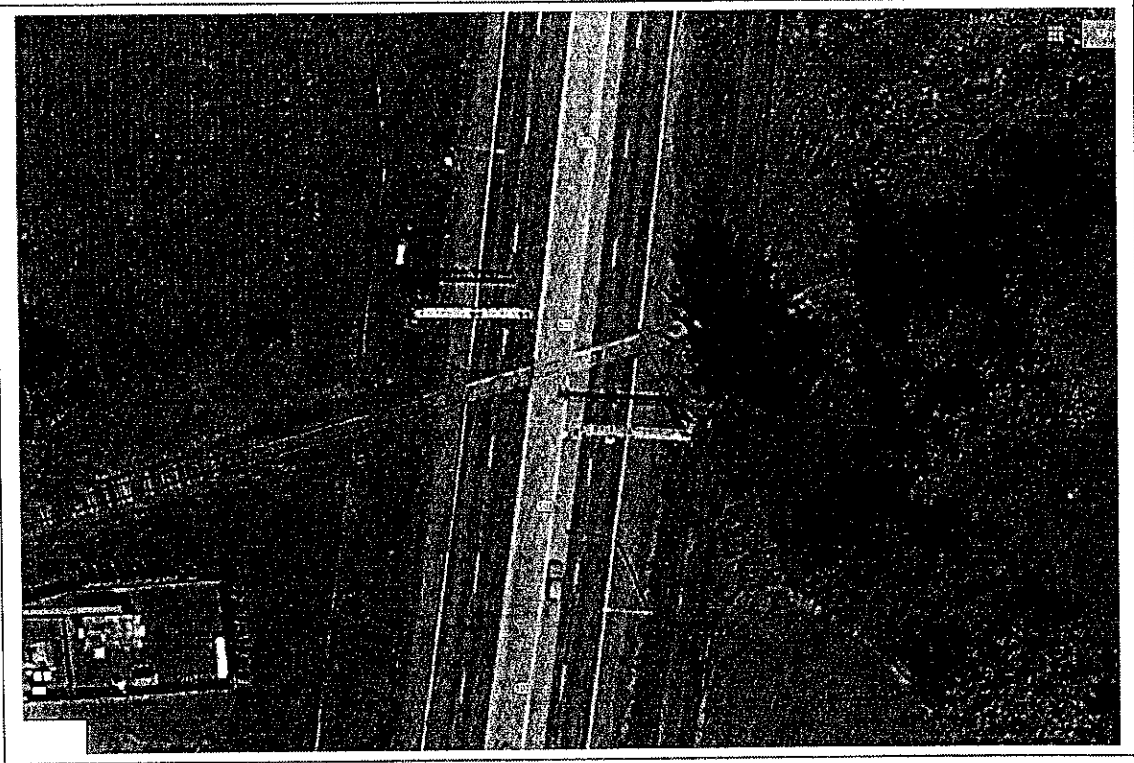
No reports

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Other Notes

School district has updated accident information and may have near miss info

### Crossing Diagram



### Recommendations/Action Items

#### Preferred Option:

WSDOT to install bus pull out lanes and guardrails, realign pedestrian path, and move any roadway luminary necessary to install bus pull out lane

RR to add additional crossing surface to the southbound lanes (west side of highway)

Estimated Cost:     tbd (700,000)



AGREEMENT Number RRB 1156  
EXHIBIT A

1157  
clap

**From:** Will Cahill  
**To:** "Barnett, Jerry"  
**Subject:** RE: SR-503 crossing extension  
**Date:** Friday, December 02, 2016 3:45:26 PM

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Jerry,

As far as the track is concerned, I included new IJ's, moving the existing Ring-10 rectifier and the associated wiring and bonding for the track circuits

My understanding is that the in-place grade crossing signals and cantilever will not be moved.

I assume they will need to relocate the illumination on the north side of the track and raise a junction box on the south side of the track, but those were excluded from the estimate.

WSDOT said to plan on a 16 foot widening and if 8 foot will do the job they will cut the estimate in half.

Will

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**From:** Barnett, Jerry [mailto:Jerry.Barnett@clark.wa.gov]  
**Sent:** Friday, December 02, 2016 2:34 PM  
**To:** Will Cahill <cahillinc@tds.net>  
**Subject:** RE: SR-503 crossing extension

Will,

Thank you. I can't tell if we are going with 8' or 16'. If 16', isn't there a cost associated with the signal?

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**From:** Will Cahill [mailto:cahillinc@tds.net]  
**Sent:** Friday, December 02, 2016 2:20 PM  
**To:** Barnett, Jerry  
**Subject:** SR-503 crossing extension

Jerry,

SR-503 – RR MP 9.80 At-Grade Crossing

Extend the crossing 16 feet 3 inches west of existing Premier crossing tubs.

Estimate includes:

- Mobilization
- Highway traffic control
- Removal of existing crossties and ballast
- Installation of two BNSF/UP Common Standard concrete crossing panels with end deflector
- New Pandrol® plates and e-clips
- New track spikes
- Bond wire existing Insulated Joints
- Install 2 pair new 132 RE insulated joints
- Move existing rail shunt
- Relocate track circuits and web bond at new insulated joint locations

- New 7" x 9" x 10' hardwood ties
- RR Ballast
- Machine tamp to line and grade
- RR protective insurance
- RR right of entry permit
- RR flagging
- Washington State Sales Tax

Note:

- Estimate is based on Prevailing Wage Rates
- No cost included for utility protection or relocation

Estimate:

\$98,072.48 for 16 foot extension.

\$49,036.24 for 8 foot extension.

Will

This e-mail and related attachments and any response may be subject to public disclosure under state law.

*Section 10 – Waiver of Hearing by Respondent*

**Waiver of Hearing**

The undersigned represents the Respondent in the petition to modify a highway-railroad grade crossing.

USDOT Crossing No.: 917071H

We have investigated the conditions at the crossing proposed for modification. We are satisfied the conditions are the same as described by the Petitioner in this docket. We agree the crossing be modified and consent to a decision by the commission without a hearing.

Dated at Clark County, Washington, on the 13<sup>th</sup> day of February, 2018.

Jim Rumpeltes

Printed name of Respondent

Jim Rumpeltes

Signature of Respondent's Representative

Interim County Manager

Title

360-397-2232

Phone number and e-mail address

jim.rumpeltes@clark.wa.gov

P.O. Box 5000, Vancouver, WA

Mailing address

98666-5000

*Section 8 – Waiver of Hearing by Respondent*

**Waiver of Hearing**

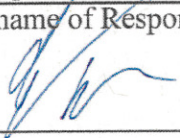
The undersigned represents the Respondent in the petition to modify a highway-rail grade crossing warning signals at the following crossing.

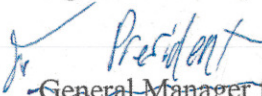
USDOT Crossing No. 917071H

We have investigated the conditions at the crossing. We are satisfied the conditions are the same as described by the Petitioner in this docket. We agree the warning signals should be installed and consent to a decision by the commission without a hearing.

Dated at Clark County, Washington, on the 4th day of  
December, 2017.

Eric Temple  
Printed name of Respondent

  
Signature of Respondent's Representative

  
General Manager for Portland Vancouver Junction RR Company  
Title

425-649-1104  
Phone number and e-mail address

14205 SE 36th St, Suite 100, Bellevue, WA 98006  
Mailing address