CROSSING SAFETY SECTION
What We Do (The Basics)

• Inspect all 2419 Crossings in the State
  – Safety Devices
  – Pavement Markings
  – Crossing Surface
  – Visibility
  – Other Safety Concerns
  – Complaint Inspections
  – Project Final Inspections

• Crossing Orders
• Crossing Projects
Rail Forms and Publications

Grade Crossings
Add, modify, or close a rail crossing

- Railroad-Highway Public Crossing Safety Application
  Learn about the process to request, modify, or close a crossing.
- About at-grade rail crossing applications
  If you are having problems viewing or opening this form you can download it to your computer by right-clicking on the link and select "Save Link as..." or "Save target as..." and saving the file to your desktop.
  Find crossing information in Oregon Administrative Rules:
  - Chapter 741 Division 100, 110, 115, 120, 125, 200
  - Tables for Chapter 741
  - Figures for Chapter 741
  Find crossing information in Oregon Revised Statutes:
  - Chapter 824: 824.200 - 824.256
  - Chapter 267: 267.230

Questions? Contact Richard Shankle, Crossing Safety Unit
Manager richard.a.shankle@odot.state.or.us

Contact Rail Section

If you are having problems viewing or opening any of the forms on this page you can download them to your computer. To download it to your computer, right-click on the link and select "Save Link as..." or "Save target as..." and saving the file to your desktop.
Some laws which apply or could apply to developments/projects.

• ORS 824.200 gives ODOT Rail and Public Transit Division authority to regulate railroad crossings.

• OAR 741-100-0005 extends the state’s jurisdiction distance equal to the safe stopping distance.

• OAR 741-100-0020(1) includes installation of curbs, sidewalks, or bicycle facilities.

• ORS 824.200 states the City will need to go thru the crossing order application.

• OAR 741-100-0020 states the definition of “Alter”.

• OAR 741-120-0020 discusses grade crossing construction and maintenance that the width of the roadway, and sidewalk, approaches to the crossing must follow thru the crossing which applies to this development.
PASSIVE AT-GRADE CROSSING
PASSIVE AT-GRADE CROSSING
PEDESTRIAN CROSSING
HORSE CROSSING?
UNDERCROSSING
OVERCROSSING
CROSSING COMPLAINTS
Railroad Fencing

Chain Link Fence

Wrought Iron Picket Fence

Fence Elevation

Scale: 3/8" = 1'-0"
PE Agreements with Railroads

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

THIS REIMBURSEMENT AGREEMENT (Agreement) is made and entered into as of this day of [Effective Date], by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (Railroad), and [Agency], of the State of State (Agency).

RECOLLECTIONS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the “Project”).

B. The Project will affect Railroad’s track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

I. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and its representatives, at Agency’s sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad’s behalf) the preliminary engineering services work described on Exhibit B attached hereto (PE Work). Agency acknowledges and agrees that (a) Railroad’s review of any Project designs, plans, and specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations. (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work, and (c) Agency’s reliance on the PE Work is at Agency’s own risk.

3. Railroad’s estimated cost for the PE Work is WRITTEN DOLLARS and 00/100 Dollars ($0.00) (Estimate). Notwithstanding the Estimate, Agency agrees to reimburse Railroad and/or Railroad’s third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency’s receipt of any progressive or final bills submitted for the PE Work. Bills will be submitted to the Public Authority using the contact information provided on Exhibit C. Agency’s obligations hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of any Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad’s safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (C&M Agreement) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad’s property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

AGENCY

[Signature]

Printed Name: [Printed Name]

Title: [Title]

UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation

[Signature]

Printed Name: [Printed Name]

Title: [Title]
## UPRR Processes Example

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
<th>Phase 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Proposed by Agency</strong></td>
<td><strong>Signal Design</strong></td>
<td><strong>Agreement</strong></td>
<td><strong>Construction</strong></td>
</tr>
<tr>
<td><strong>Begin Agency Phase 1 Time</strong></td>
<td><strong>Begin RR Phase 2 Time</strong></td>
<td><strong>Begin RR Phase 3 Time</strong></td>
<td><strong>Begin RR Phase 4 Time</strong></td>
</tr>
<tr>
<td>Phase 1 Goal: 3 Months Federal Signal Project / 130 Project: Date Project Proposed by Agency (Date of Preliminary Engineering Agreement)</td>
<td>Signal Design Goal: 4 Months</td>
<td>Agreement Goal: 3 Months</td>
<td>Construction Goal: 6 Months</td>
</tr>
<tr>
<td>AGENCY provides Railroad with Design within UPRR Standards based on Diagnostic Meeting</td>
<td>Signal Design Reviews project proposal and prepares Ballpark estimate</td>
<td>UP Public Project Rep. submits request for Agreement preparation / execution</td>
<td>Signal Design Provides Final Design</td>
</tr>
<tr>
<td>Phase 1 AGENCY ENDS WITH: Agency Design Approved by UP</td>
<td>Estimate forwarded to MIPP</td>
<td>UP Public Project Rep. forwards estimate to Agency for Approval to progress project</td>
<td>UP Materials for Project Ordered</td>
</tr>
<tr>
<td><strong>End Agency Phase 1 Time</strong></td>
<td><strong>End RR Phase 2</strong></td>
<td><strong>End RR Phase 3</strong></td>
<td><strong>Begin Agency Phase 4 Time</strong></td>
</tr>
<tr>
<td><strong>Begin RR Phase 1 Time</strong></td>
<td><strong>Begin Agency Phase 2 Time</strong></td>
<td><strong>Begin Agency Phase 3 Time</strong></td>
<td><strong>Continue RR Phase 4 Time</strong></td>
</tr>
<tr>
<td>UP Public Project Rep. uses approved design to enter material into UP systems. UP Public Project Rep. creates a sketch of crossing depicting UP equipment ONLY. UP Public Project Rep. sends request to Signal Maintenance Manager (MSM) and Signal Construction Manager (MSC) to review project. UP Public Project Rep. will review comments and forward to signal design</td>
<td>Pending agency approval of estimate</td>
<td>Agency Receives agreement for review, comment and execution</td>
<td>UP Signal Construction Construction Pre-Construction Meeting and Agency Coordination</td>
</tr>
<tr>
<td><strong>End RR Phase 1</strong></td>
<td><strong>End Agency Phase 2</strong></td>
<td><strong>End Agency Phase 3</strong></td>
<td><strong>UP Phase 4 ENDS WITH:</strong></td>
</tr>
<tr>
<td><strong>RR &amp; AGENCY PHASE</strong></td>
<td><strong>RR &amp; AGENCY PHASE</strong></td>
<td><strong>Agency PHASE 4 ENDS WITH:</strong></td>
<td><strong>MSC Enters in Service Report / Date</strong></td>
</tr>
<tr>
<td><strong>Agency PHASE</strong></td>
<td><strong>Agency PHASE</strong></td>
<td><strong>Agency Completion of Roadway Work, if any</strong></td>
<td><strong>Project Complete!</strong></td>
</tr>
</tbody>
</table>
• Finish with a bang! Change the background!

Design with clip art, pictures, logos, maps, you name it! Whatever you want to creatively highlight your Division. Just no words!!

HECK! I'll just go around.