

STATE OF WISCONSIN CLAIMS BOARD

On March 9, 2026, the State of Wisconsin Claims Board met via Zoom to consider the claims listed below.

Hearings were conducted for the following claims:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
None		

The following claims were decided without hearings:

- | | | |
|-----------------------------------|----------------|----------------|
| 1. Union Pacific Railroad Company | Transportation | \$7,490,921.33 |
|-----------------------------------|----------------|----------------|

With respect to the above claims, the Board finds:

(Decisions are unanimous unless otherwise noted.)

1. Union Pacific Railroad Company of Milwaukee, Wisconsin claims \$7,490,921.33 for reimbursement for unpaid work performed under multiple work order agreements with the Wisconsin Department of Transportation (DOT). Union Pacific Railroad Company (UPRR) asserts that it entered into binding work order agreements with DOT for various infrastructure improvement projects. UPRR contends that it performed work as specified in the agreements and submitted invoices with supporting documentation to DOT. UPRR asserts that DOT accepted the work performed but has only paid some, not all, of the amounts owed under the work orders. At the time of its initial claim submission (dated October 1, 2025), UPRR alleges that DOT has failed to pay in full on 118 specific work orders. Of the \$11,815,158.89 total owed, UPRR asserts that, as of September 30, 2025, DOT only paid \$4,316,651.87, leaving a balance of \$7,490,921.33. (See UPRR’s Claim, Exhibit 1, paragraph 7.) UPRR provides an accounting of each work order, including contract number, total billed, total payments, adjustments, and current amount due. (See UPRR’s Claim, Exhibit 1, pages 2-4.) UPRR contends it has complied with all contractual requirements, but DOT has not paid. UPRR believes that DOT created a backlog in payments and issues with federal funding by not timely reviewing the submitted invoices and documentation while federal funding was available. UPRR contends that DOT has breached the work order agreements and that it is entitled to the remaining amounts owed. UPRR notes in its Reply (submitted February 20, 2026) that since filing the initial claim, DOT has paid seventeen of the original claimed work orders in full. UPRR further indicates it has issued billing on twelve additional work orders, of which payment remains outstanding. In addition, UPRR notes it has issued new invoices on forty-five of the work orders previously included in the claim. As of February 18, 2026, UPRR contends DOT owes \$5,317,226.91. (See UPRR’s Reply, page 2.)

DOT recommends denial of this claim, except for specific amounts it intends to pay. DOT notes it has specific reason for agreeing to or denying payment on the amounts claimed by UPRR under each work order and invoice. DOT contends it has evaluated each of the amounts claimed by UPRR in its initial claim. DOT provides its own accounting of the work orders at issue, which includes work order number, amount due per UPRR claim, adjusted amount due, whether DOT intends to pay, and reason for denial or partial denial of payment. (See DOT’s Response, Schedule A, pages 5-12.) DOT asserts that for some of the claimed amounts, UPRR has not met its burden to demonstrate a contractual or legal entitlement to relief. On others, the parties have been unable to reach agreement on the propriety of certain charges per the contract and program terms. DOT denies that it owes all amounts included in UPRR’s claim. DOT contends that because it continues to work diligently to review and process eligible costs and has made some payments relevant to the claimed amounts, any award would be premature and in violation of the associated contracts and law.

UPRR and DOT indicate they have been in continued discussions since the filing of this claim to review outstanding amounts owed, exchange information, and identify any additional documentation needed for processing. Both parties have provided their respective accounting of the work orders and the current agreements or disputes, as applicable.

The Board concludes that this claim raises questions of fact that are better evaluated by a court of law. Therefore, the Board denies payment of this claim.

The Board concludes:

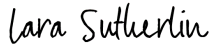
That payment of the amount below to the identified claimant from the following statutory appropriation is justified under Wis. Stat. § 16.007(6)(b):


None

That the following claims are denied:

Union Pacific Railroad Company

Dated at Madison, Wisconsin this 19th day of March, 2026.

Signed by:

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Lara Sutherlin, Board Chair
Wisconsin Dept. of Justice

Signed by:

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Jennifer Vandermeuse, Board Secretary
Wisconsin Dept. of Administration

Signed by:

B36B2727B1D545C...
Eric Wimberger
Senate Finance Committee

Signed by:

542FC46E5D0B459...
Alex Dallman
Assembly Finance Committee

Signed by:

DF26870179E3436...
Mel Barnes
Office of the Governor