

CCO Form: RR09  
 Approved: 04/04 (BDG)  
 Revised: 07/13 (MWH)  
 Modified:

O'rear Road  
 Hallsville  
 Boone County  
 Crossing No. 480 770U  
 No RRP-000S(497)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL  
 CROSSING SIGNAL IMPROVEMENTS**

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**LIST OF EXHIBITS**

- EXHIBIT 1** DETAILED PLAN
- EXHIBIT 2** DETAILED COST ESTIMATE
- EXHIBIT 3** ANNUAL WORKER ELIGIBILITY AFFIDAVIT
- EXHIBIT 4** CITY ORDINANCE

**LIST OF ACRONYMS**

- AHC** Administrative Hearing Commission
- CFR** Code of Federal Regulations
- DBE** Disadvantaged Business Enterprise
- FAPG** Federal-Aid Program Guide
- FHWA** Federal Highway Administration
- RSMo** Missouri Revised Statutes
- USC** United States Code
- USDOT** United States Department of Transportation

*(Remainder of page intentionally left blank)*

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Columbia, Missouri, the owner and operator of Columbia Terminal Railroad (hereinafter, "Railroad") and Boone County (hereinafter, "Agency"), pursuant to the terms of a Master Agreement for Improved Warning Devices between the Railroad and the Commission, executed by the Railroad on June 4, 1992, and by the Commission on June 10, 1992 (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, the installation of improved grade crossing warning devices appears to be warranted at an existing grade crossing in Hallsville, Missouri, where O'Rear Road intersects Railroad's tracks at a public highway/rail grade crossing designated as USDOT # 480 770U (hereinafter referred to as the "O'Rear Road Grade Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing.

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on September 21, 2015, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide for funding, installation, and maintenance of additional warning devices at this roadway-railroad crossing (which are hereinafter referred to as the "Project").

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad's installation of new flashing light signals and gates with LED lights, audible bells, a new signal bungalow with redundant constant warning time circuitry at the at the O'Rear Road Grade Crossing (US DOT# 480 770U ).

(B) The scope of work also includes the Agency's installation of stop lines and pavement markings along the roadway approaches to both sides of the O'rear Road Grade Crossing if needed.

(3) FUNDING AND APPORTIONMENT OF COSTS: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in Section 2(A) of this Supplemental Agreement. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in Section 2(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the project shall be the total monies expended by the Railroad to complete the installation, all in accordance with the plan and cost estimate developed by the Railroad for this specific project. The detailed plan and cost estimate (marked as Exhibits 1 and 2, respectively) are attached hereto and incorporated by reference in this Agreement.

(5) PRELIMINARY WORK: The Railroad will prepare and submit to the Commission a detailed plan and cost estimate for the work of the Project, as described during the diagnostic inspection and field review conducted on September 21, 2015, and in accordance with the provisions of the Master Agreement.

(6) CHANGE ORDERS: If any change is made in the original plan and extent of the work, the Commission's reimbursement to the Railroad shall be limited to costs covered by a change order, which is approved by the Commission before the performance of the work.

(7) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work, the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission will withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(8) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the installation in Subsection 2(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in the Federal-Aid Program Guide (FAPG).

(B) The Agency shall complete its performance of the work described in Subsection 2(B) of this Supplemental Agreement in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(9) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Railroad in compliance with the

applicable provisions of 23 CFR Part 140, Subpart I, and Chapter 34, RSMo. The applicable provisions of Title 23 CFR, and Chapter 34, RSMo, are incorporated by reference in this Agreement. If the Railroad elects to perform this work by means of a contractor paid under a contract let by the Railroad, then the Railroad shall obtain the prior written approval of the contract from the Multimodal Operations Division Director.

(10) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

(11) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad, and subject to the approval of the Commission.

(12) PAYMENT PROVISIONS: Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad for hundred percent (100%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) of this Supplemental Agreement. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(13) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(14) AGENCY OBLIGATION: The Agency hereby agrees to cooperate in the handling of traffic during construction. The Agency is obligated to install and maintain at their expense pavement markings in accordance with the MUTCD and as instructed by the diagnostic review.

(15) INDEMNIFICATION BY THE AGENCY

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agency's wrongful or negligent performance of its obligations under this Agreement.

(B) The Agency will require any contractor that it uses to perform work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer before working upon or within the Commission's right-of-way, which shall be signed by an authorized representative of the contractor representative; and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Missouri Highways and Transportation Commission, the Missouri Department of Transportation and its employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (which is currently \$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses possessed by the Agency or the Commission with regard to any applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(16) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(17) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Agreement is made subject to the approval of the proposed project by a final Administrative Order issued by the Missouri Highways and Transportation Commission or the Administrative Hearing Commission (hereinafter "AHC"), in accordance with section 389.610, RSMo Supp. 2004, Section 622.240, RSMo 2000, and any other applicable regulatory statutes or rules. With reference to the issuance of such an Administrative Order, all parties to this Agreement stipulate that the construction of the project as described in this Agreement will promote public safety, and will not adversely affect public necessity. All the parties to this Agreement further consent that the Commission or the AHC, or both, may issue one or more Administrative Orders approving and authorizing the construction of this project in conformity with the provisions of this Agreement, and requiring the parties to perform in accordance with the provisions of this Agreement. Each of the parties waives its right to notice and an opportunity for hearing before the issuance of these Administrative Orders.

(18) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply:

(A) Civil Rights Statutes: The Railroad and the Agency shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad and the Agency is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and the Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad and the Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and the Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and the Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad and the Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad and the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad and the Agency fails to comply with the nondiscrimination provisions of this Supplemental Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Supplemental Agreement until the Railroad and the Agency complies; and/or
2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of paragraph 18 of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation m Railroad and the Agency ay direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and the Agency may request the United States to enter into such litigation to protect the interests of the United States.



(19) PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES:

If the Railroad is either a "recipient" or "contractor" within the meaning of 49 CFR Section 26.5, then the provisions in this section shall apply: As used in this section, the term "DBE" means "disadvantaged business enterprise" as defined in 49 CFR Part 26; and the term "USDOT" means the United States Department of Transportation.

(A) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Sections 3801, *et seq.*).

(B) Each contract the recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(20) COMPLIANCE WITH LAWS: The Railroad shall comply with all applicable Federal, State and local laws and regulations in the performance of this Supplemental Agreement.

(21) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the parties.

(22) COMMISSION REPRESENTATIVE: The Commission's director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(23) ASSIGNMENT: The Railroad shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

(24) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Railroad and the Agency shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(27) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Railroad with written notice of cancellation. If the Commission exercises its right to cancel the Agreement for any of these reasons, the cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below. The Railroad has executed this Agreement pursuant to Ordinance No. \_\_\_\_\_ of the City of Columbia, MO, which was approved on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Railroad this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

\_\_\_\_\_  
Michelle Teel  
Multimodal Operations Division Director

By \_\_\_\_\_  
Mike Matthes  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Commission Secretary

By \_\_\_\_\_  
Sheela Amin  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Administrative Counsel

\_\_\_\_\_  
Nancy Thompson, City Attorney

COUNTY OF BOONE

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

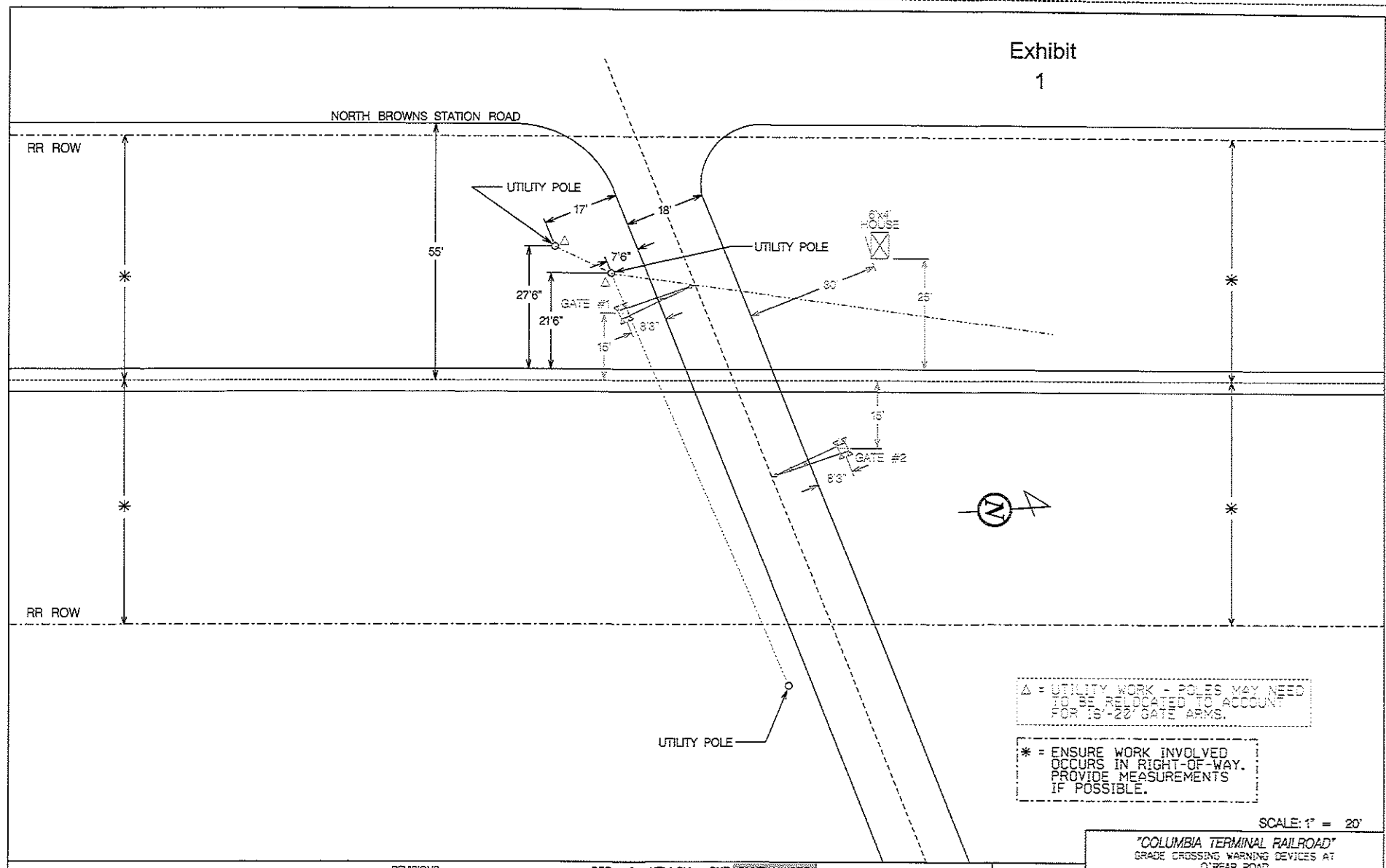
By \_\_\_\_\_  
Presiding Commissioner  
COUNTY, MISSOURI

\_\_\_\_\_  
Michele Nix, Director of Finance

**EXHIBIT**  
**1**

(Replace this placeholder page with the Railroad's  
DETAILED PLAN SHEET for the Project.)

Exhibit  
1



△ = UTILITY WORK - POLES MAY NEED TO BE SET OR RELOCATED TO ACCOUNT FOR 10'-20' GATE ARMS.

\* = ENSURE WORK INVOLVED OCCURS IN RIGHT-OF-WAY. PROVIDE MEASUREMENTS IF POSSIBLE.

SCALE: 1" = 20'

"COLUMBIA TERMINAL RAILROAD"  
GRADE CROSSING WARNING DEVICES AT  
O REAR ROAD  
COLUMBIA, MD  
MILE POST: 135.36  
DOT# 452 772 U  
SUBDIVISION: N/A

REVISIONS

RED = IN YELLOW = OUT (BLUE = NOTE)



PROPERTY OF  
COLUMBIA  
TERMINAL  
RAILROAD

**EXHIBIT**  
**2**

(Replace this placeholder page with the Railroad's  
DETAILED COST ESTIMATE for the Project.)

COLT  
O'Rear Rd Crossing Upgrade  
Bill of Materials 11.10.15

Factory Wired Instrument Shelter			
ITEM DESCRIPTION	O.E.M.	QTY	U/M
Alum. 6' x 4' Shelter W/ P.O. LTS & C.E. Pipes w/ Term. Bd./Rly Bars/Heater	PTMW	1	EA
Power Off Light, LED, 2 Wire	GRAYBAR	1	EA
Indicator Light (Mounted on Side of House)	FAB Metals	1	EA
Crossing Lamp Controller (XLC)	GETS GS	2	EA
Plugboard Kit For XLC	GETS GS	2	EA
Track Rectifier, Ring 10	GETS GS	2	EA
Track Driver 1 Track Unit (TD-1A)	GETS GS	1	EA
AC Track Generator (ACG-2T)	GETS GS	1	EA
Resistor, Adjustable, 5 Ohm	SAFETRAN	1	EA
Resistor, Adjustable, 8 Ohm	SAFETRAN	1	EA
Lightning Arrester, Clearview	SAFETRAN	27	EA
Heavy Duty Equalizer	SAFETRAN	2.5	EA
Fuse Block, Single	SAFETRAN	2	EA
Fuse, 20A, NON-20	GRAINGER	2	EA
AC Line Surge Protector, Model SP-20A	SAFETRAN	2	EA
Panduit Duct, 2' X 3', 2 inch	GRAYBAR	30	FT
Panduit Cover, 2' X 3', 2 inch	GRAYBAR	30	FT
Panduit Duct, 2' X 3', 3 inch	GRAYBAR	18	FT
Panduit Cover, 2' X 3', 3 inch	GRAYBAR	18	FT
#10 TC Blue Flex Wire	OKONITE	700	FT
#16 TC Blue Flex Wire	OKONITE	700	FT
#10/12 AMP Eyelets	SAFETRAN	100	EA
#14/16 AMP Eyelets	SAFETRAN	100	EA
Insulated Nut	SAFETRAN	18	EA
Power Isolation Transformer, 120V / 120V	Allied Electronics	1	EA
Relay, NV, 120V, 2FB	Allied Electronics	2	EA
Socket, Relay 8-PIN OCT Screw	Allied Electronics	2	EA
Wall-Mount Type 4 12 Enclosure	GRAYBAR	1	EA
Panel 14.20X10.20 Fits 16 X12	GRAYBAR	1	EA
Keylock Handle	GRAYBAR	1	EA
XCBS Xing Control Bypass Switch	Patco Industries Inc.	1	EA
Plugboard Complete, B1 Relay Mtg. Kit	ALSTOM	3	EA
Voltage Test Post Complete	ALSTOM	3	EA
B1N Relay, 4FB-2F-1B, 4 ohm Biased	ALSTOM	1	EA
B1N Relay, 4FB-2F-1B, 500 ohm	ALSTOM	1	EA
B1SR Relay, 4FB, 194 ohm 3-4 sec SR	ALSTOM	1	EA
Battery Charger, 12V / 20A	NRS	1	EA
Battery Charger, 12V / 40A	NRS	1	EA
4 Post Terminal Block w/ Hardware	ERICO	23	EA
Buss Strap Grd Assy.	ERICO	2	FT
Tags, Slip On	ACE	0.25	Roll
Stick-On Stencil	Cadillac Sign Co.	2	EA
Bond Strand, Enco# SBS8TLINS664	BURCO	200	FT
Test Link, 1" Offset w/Gold Nut	L&W	78	EA
Terminal Block, 2 x 6 w/flat nut only	L&W	8	EA
Terminal Block, 1 x 12 w/flat nut only	L&W	1	EA
Terminal Block, 2 post 2-3/8" w/flat nut only	L&W	10	EA
1/4" Bevel Washer	L&W	100	EA
1/4-24 Clamp Nut Nickel	L&W	50	EA
#6 Non-Insulated Terminal Eye 1/4 stud	L&W	30	EA
#6 Non-Insulated Terminal Eye 5/16 stud	L&W	8	EA
Binding (Barrel) Nuts	L&W	150	EA
Strap, Solid, 1" Centers	L&W	10	EA
Strap, Solid, 2-3/8" Centers	L&W	10	EA
Buss Strap, 1" Centers 12 Hole	L&W	4	EA
Circuit Plan Holder	Village Supplies	1	EA
FWIS Misc. Package	Progress	1	Lot

### Gate/Flasher Material

ITEM DESCRIPTION	O.E.M.	QTY	U/M
12" Head w/24" Background & Hood (Painted AL) Terminal For LED Hook-up <b>(For larger RDG &amp; GE LED)</b>	WCH	12	EA
12" LED Highway Crossing Light (HD)	GE Lighting	12	EA
Pinnacle 5"	Progress	1	EA
1/4"-20 x 3/4" Lg. Square Head Pinnacle Screws	Progress	3	EA
4" or 5" Custom Flashing Light Standoff Bracket	Progress	1	EA
5" U Bolt for Mounting Crossarms assembly to Mast (2 per Standoff Bracket)	Progress	2	EA
Alum. Mast, 5" x 16' Base Hole 0 Degrees & Main Hole 90 Degrees right	Progress	1	EA
Alum. Mast, 5" x 18', Base Hole 0 degrees, Main Hole 90 degrees right	Progress	1	EA
JCT. Box Base, 5" W/2"NPT Cap	Progress	2	EA
2-Way Cross Arm Assembly Less Heads (Gate Flasher)	Progress	2	EA
2-Way Cross Arm Assembly Less Heads (Flasher)	Progress	1	EA
4" Crossarms Assembly Mounting Kit	Progress	1	EA
5" Crossarms Assembly Mounting Kit	Progress	2	EA
Railroad Crossing Sign, HI Double Sided	Progress	2	EA
5" Mounting Kit for Railroad Crossing Signs w/Extension Bracket	Progress	2	EA
Gate 3597 Mechanism Assembly, including the 5" Mast Mounting Hardware, Flex Conduit, with fittings, <b>Long Arm Supports</b> & Counterweight kit for 16' - 24' Arms	W-C-H	2	EA
115V Gate Mech Heater (3597)	W-C-H	2	EA
Gate Heater Thermostat (Bulb)	PTMW	2	EA
Insulated Nut	SAFETRAN	8	EA
#10/12 AMP Eyelets	Safetran	60	EA
#10 /12 TC Blue Wire	BURCO	300	FT
Gate Arm Wind Bracket, 36"	NEG	2	EA
Gusseted Conversion Bracket w/hardware & Cast Adapter	NEG	2	EA
Gate/Flasher Pallet	J&J Pallet	2	EA
Misc. Signal Material	Progress	1	EA



Ground Material			
ITEM DESCRIPTION	O.E.M.	QTY	U/M
Insulated Terminal Wrench, 1/2" / Triangle	Velcop/Gems	1	EA
Plugboard Terminal Wrench	SAFETRAN	1	EA
Battery Tray (12" x 38")	NRS	2	EA
Battery Tray (12" x 24")	NRS	2	EA
Battery, 264 Amp Hour	GNB	13	EA
Electronic Bell, 4/5" MTG.	WCH	1	EA
Gate Arm Light Kit w/LED and wire, 3 per set	RECO	2	EA
48" Tall Galv. Steel Gate Foundation w/32" Square Base w/4" Entrance Pipe welded on bottom of top plate (Galv.)	Progress	2	EA
Gate Arm 20' HWP, Al butt sec, Fg 2nd/3rd sec (HI Intensity)	NEG	2	EA
Tip Diode	RECO	2	EA
Track Cable, #6 Tw. Pr. (113-12-3933)	Okonite	150	FT
#6 xhhw-2-Stranded Wire	Graybar	2500	FT
Railroad Emergency Contact Sign - Reference Spec Prior to Ordering	Saf-Ti-Co	2	EA
5" Mounting Kit for Railroad Crossing Signs w/Extension Bracket	Progress	2	EA
Hex. Railroad Lock	Safetran	5	EA
Copperweld Ground Rod, 5/8" X 8'	Erico	4	EA
Cadweld One Shot, 5/8" (HALO) Triple	Erico	4	EA
Cadweld Rail Bonds, 5/16" x 7" XS	Erico	50	EA
Track Connector, Web, 12"	Erico	16	EA
Track Connection Kits	Progress	3	EA
Track Wire Retainer Clip, Erico #SBA248B	Burco	16	EA
4" PVC Sch. 80 Conduit	B&S	60	FT
AC Meter Base, Breaker Box, W.H. & Pole	Commercial	1	EA
Insulated Rail Joints	Seneca	4	EA
Dress Stone	Local	1	EA
Sleeve, 3/16 - 3/16 & 3/16 - #6 Tinned	L&W	16	EA
Duct Seal	Local	10	LB
Bond Strand, Erico# SBS8TLINS664	Burco	75	FT
No Oxide Grease	Safetran	1	EA
#6 Bare Copper	Grainger	50	FT
Field Material Misc. Package	Progress	1	Lot

Estimated Costs - \$121,969

Colt labor to install

Insulated joints - \$3,000

\$124,969 total estimate

**ANNUAL WORKER ELIGIBIITY VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (Affiant's name: ) \_\_\_\_\_, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the (Title: ) \_\_\_\_\_ of BNSF Railway Company, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

\_\_\_\_\_  
Notary Public

My commission expires:

***[documentation of enrollment/participation in a federal work authorization program attached]***

**EXHIBIT**  
**4**

**PLACEHOLDER FOR  
CITY ORDINANCE  
AUTHORIZING EXECUTION OF THIS AGREEMENT  
BY SPECIFIC PUBLIC OFFICERS**

*[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT  
IN LIEU OF THIS PLACEHOLDER PAGE, AND  
THEN DELETE THIS PAGE]*

Introduced by W.C. Colburn

First Reading 5-18-92

Second Reading 6-1-92

Ordinance No. 013342

Council Bill No. B 129-92

013342

**AN ORDINANCE**

authorizing the City Manager to execute a master agreement with the State of Missouri for improved warning devices at railroad crossings; prescribing the form and content of the agreement; and fixing the time when this ordinance shall become effective.

Permanent Record  
Filed in Clerk's Office

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a master agreement with the State of Missouri acting through the Missouri Highway and Transportation Commission for improved warning devices at railroad crossings.

SECTION 2. The form and content of the agreement shall be substantially as set forth in Exhibit "A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 1st day of June, 1992.

ATTEST:

Laura A. Daniel City Clerk  
Mary Anne McColburn Mayor and Presiding Officer

APPROVED AS TO FORM:

Fred Boehman  
City Counselor

**MASTER AGREEMENT FOR IMPROVED WARNING DEVICES**

THIS AGREEMENT, made and entered into by and between the state of Missouri, acting through the **Missouri Highway and Transportation Commission** (hereinafter called "Commission"), and the City of Columbia, Missouri, the owner and operator of **Columbia Terminal Railroad**, (hereinafter called "Railroad"),

The Federal Highway Administration (FHWA), has apportioned funds to the states to be used in accordance with Section 130 of Title 23, United States Code, to reduce hazards at railway-highway crossings on public roads.

Commission administers these funds to reduce these hazards, a portion of which is used to install or improve warning at highway-railroad crossings, pursuant to the requirements set forth in the current Federal-Aid Policy Guide of FHWA.

Railroad has expressed its willingness to cooperate fully with the Commission in its endeavor to implement the provisions of said Section 130.

Commission has developed a priority list of grade crossings that qualify for improved warning devices.

Commission and Railroad propose to enter into separate supplemental agreements authorizing the specific improvements for each grade crossing to be included in this program.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises herein, it is agreed as follows:

(1) PURPOSE AND SOURCE OF FUNDS: This agreement establishes the respective responsibilities of Commission and Railroad for the purpose of improving railroad-highway grade crossing warning devices. Utilizing federal funds, Commission

will reimburse Railroad for a portion of the eligible costs as defined in each supplemental agreement. The remaining costs will be paid with state, local, or Railroad funds as determined by the supplemental agreement.

(2) SUPPLEMENTAL AGREEMENTS: All work to be performed will be defined by subordinate agreements supplemental to this master agreement. Work to be performed under each supplemental agreement is hereinafter referred to as "Project". The location and scope of the Project will be specified in each supplemental agreement. The supplemental agreements will be made a part hereof and will make appropriate references to this agreement.

(3) FEDERAL REQUIREMENTS: FHWA's Federal-Aid Policy Guide (hereinafter called "FAPG"), and supplements and amendments in effect at the time of Project construction are incorporated herein and made a part hereof. This agreement is made and entered into subject to the approval of the FHWA.

(4) NON-STATE ROUTES: When the Project is located on a crossing which is not on the state highway system, Commission shall secure the approval of the responsible road authority through joint execution of the supplemental agreement by the respective road authority, Railroad, and Commission.

(5) SELECTION OF CROSSINGS AND SCOPE OF WORK: Commission shall select crossing locations for improvement in accordance with Commission's current statewide priority procedure. A field review by Commission, Railroad and local road authority will be performed to verify eligibility of crossing and to determine scope of Project.

(6) PLAN AND COST ESTIMATE: Railroad will prepare and submit to Commission four (4) copies of a plan and cost estimate in accordance with the scope of work identified during the field review.

(7) NOTICE TO PROCEED: Railroad shall not proceed with ordering the material for the Project or otherwise proceed with the construction of the Project until receipt of written authorization from Commission to proceed.

(8) NOTICE BY RAILROAD: Railroad, upon receipt of notification from Commission, shall furnish all labor and material and complete the crossing improvement in accordance with the supplemental agreement and the rules and regulations contained in FAPG. Railroad will notify Commission five (5) days in advance of the day it proposes to start work on the Project and will notify Commission when the Project has been completed.

(9) TRAFFIC HANDLING: Railroad will obtain the approval of Commission's District Engineer on the proposed method of handling traffic during construction on crossings on the state highway system. On all other crossings, the Railroad will obtain the approval of the responsible road authority on the proposed method of handling traffic. Railroad will be responsible for detouring any traffic.

(10) CONSTRUCTION INSPECTION: Commission will inspect and keep records of all work performed by Railroad on the Project. All work performed under this agreement will be subject at all times to the inspection of Commission, FHWA, and their authorized representatives.

(11) INSPECTION BY RAILROAD: Railroad will provide such engineering services, supervision, and inspectors as the Commission may require and/or as may be necessary for the proper completion of each Project by the Railroad. Nothing herein shall deny the Railroad the right to place inspectors on the job site during the construction of the Project.

(12) STATEMENT OF COST: Upon completion of the Project, Railroad shall furnish Commission four (4) copies of a statement showing actual costs of the installation, such costs to be in accordance with the provisions of FAPG.

(13) PAYMENT: Upon receipt of Railroad's statement of costs and after a preliminary check by Commission personnel, Commission shall reimburse Railroad for the amount of Commission's obligation subject to final audit by Commission and by FHWA. Upon completion of a final audit, Commission will reimburse Railroad for any under payment. If audit reveals that Railroad has been overpaid, Railroad shall immediately refund the overpayment to Commission.



(14) CONTRACTING: The Project may be accomplished by Railroad's own forces or by contracting with the lowest, qualified bidder based on appropriate solicitation or through its existing contracts at reasonable costs in accordance with FAPG.

(15) MAINTENANCE OF RECORDS: Railroad agrees to maintain and to require its contractors to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such information available at their respective offices at reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received by Railroad for the purpose of examination by representatives of Commission and/or FHWA. Copies of this information shall be furnished if requested.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this agreement, Railroad agrees as follows:

(A) Civil Rights Statutes: Railroad shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000 d, e).

(B) Executive Order: Railroad shall comply with all the provisions of the executive order executed by the Honorable John Ashcroft, Governor of Missouri, on the thirty-first (31st) day of August 1987, promulgating a code of fair practices in regard to nondiscrimination, which is incorporated herein by reference and made a part of this contract. This order prohibits discriminatory employment practices by Railroad or its subcontractors based on race, color, religion, creed, national origin, sex, handicap or age.

(C) Administrative Rules: Railroad shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this agreement.

(D) Nondiscrimination: Railroad shall not discriminate on grounds of the race, color, religion, creed, sex, national

origin or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Railroad shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning discrimination also apply to subcontracts and suppliers of Railroad. In all solicitations either by competitive bidding or negotiation made by the Railroad for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Railroad of the requirements of this agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex or national origin or ancestry of any individual.

(F) Information and Reports: Railroad shall provide all information and reports required by the agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Commission or the U.S. Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required Railroad is in the exclusive possession of another who fails or refuses to furnish this information, Railroad shall so certify to Commission or the U.S. Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event Railroad fails to comply with the nondiscrimination provisions of this agreement, Commission shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

(1) Withholding of payments to grantee under the agreement until Railroad complies; and/or

(2) Cancellation, termination or suspension of the agreement, in whole or in part, or both.

(H) Incorporation of Provisions: Railroad shall include the provisions of paragraph (16) (A) of this agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by Commission or the U.S. Department of Transportation. Railroad will take such action with respect to any subcontract or procurement as Commission or the U.S. Department of Transportation may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that in the event Railroad becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, Railroad may request the United States to enter into such litigation to protect the interests of the United States.

(17) INDEMNIFICATION AND LIABILITY: Railroad shall indemnify and save harmless Commission and any affected road authority from damages or claims for damages or claims for damages arising as a proximate result of the negligence of Railroad or its employees or its subcontractors in connection with the work described herein. It is the intent of the parties hereto that Commission and any affected road authority are to assume no liability for design, construction or maintenance of the subject grade crossings.

(18) LAW OF MISSOURI TO GOVERN: The agreement shall be construed according to the laws of the state of Missouri. Railroad shall comply with all local, state and federal laws and regulations relating to the performance of the agreement.

(19) COMMISSION REPRESENTATIVE: Commission's chief engineer is designated as Commission's representative for the purpose of administering the provisions of this agreement.

(20) AMENDMENTS: Any change in the agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Railroad and Commission.

(21) TERMINATION OF AGREEMENT: This agreement shall be binding upon the parties hereto, their successors and assigns, and shall remain in effect until terminated by either party

giving the other party sixty (60) days written notice of said termination.

IN WITNESS WHEREOF, the parties have caused these presents to be signed, sealed, and delivered by their proper officials, pursuant to due and legal action authorizing the same to be done.

Executed by Railroad this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Executed by Commission this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

MISSOURI HIGHWAY AND  
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

Source

W&L

*W&L*

TO: City Council

FROM: City Manager and Staff *W&L*

DATE: May 7, 1992

SUBJECT: Master Agreement between Missouri Highway and Transportation Commission and the City of Columbia

Fiscal Impact

- Yes
- No

This is an ordinance authorizing the City Manager to accept a Master Agreement between the Missouri Highway and Transportation Commission and the City of Columbia, owner and operator of the Columbia Terminal Railroad, for improved warning devices at railroad crossings.

Other Info.

This Master Agreement for improved warning devices is not for a specific project, but is a prelude to specific project Supplemental Agreements that could follow later.

A Supplemental Agreement is expected shortly for a project that involves placing warning devices at the Business Loop 70 crossing at the Power Plant.

This Master Agreement has no fiscal impact.

SUGGESTED COUNCIL ACTION

Introduction and passage of the Ordinance to authorize the City Manager to accept the Master Agreement.

REM/tf