

**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)

April 5, 2022

JD Kehrman  
City Administrator  
214 N. Lafayette Ave  
Marshall, MO 65340.

Dear Mr. Kehrman:

Please find enclosed for your record, copies of the fully executed Missouri Highways and Transportation Commission Administrative Order in the following case:

Case No.	DOT No.	Roadway	City	County
URO-19-15	293 471X	Miami Avenue	Marshall	Saline

The Administrative Order became effective on March 24, 2022 and the project must be Completed by April 30, 2023. Please notify this office in writing when the work has been Completed.

If you have any questions or if we can be of assistance, please contact me at (573)-751-7125 or Greg Leary at (573) 526-3577.

Sincerely,



David Swiercek

Rail Safety Specialist

Missouri Department of Transportation

(573)-751-7125

[David.Swiercek@modot.mo.gov](mailto:David.Swiercek@modot.mo.gov)



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)



**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**  
**ADMINISTRATIVE ORDER**

**SECTION 1. INTRODUCTION**

ORDER NUMBER: URO—19— 15

AN APPLICATION AND/OR AGREEMENT WAS FILED WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT), PROPOSING THE CONSTRUCTION, ALTERATION OR ABOLISHMENT OF A PUBLIC HIGHWAY/RAIL GRADE CROSSING OR GRADE SEPARATION STRUCTURE, OR BOTH. MoDOT HAS DISPLAYED A PUBLIC NOTIFICATION DOCUMENT IN THE MoDOT DISTRICT OFFICE WHERE THE CROSSING IS LOCATED, FOR NOT LESS THAN THIRTY (30) DAYS.  
 THIS ADMINISTRATIVE ORDER DETERMINES WHETHER THE PROPOSED CONSTRUCTION, ALTERATION OR ABOLISHMENT SHOULD BE APPROVED.

**SECTION 2. PARTIES OF RECORD**

Local Public Road Authority	Railroad Corporation	Other Party or Parties of Record
City of Marshall (City)	Kansas City Southern Railway Co	Missouri Highways and Transportation Commission (MHTC)

**SECTION 3. PUBLIC HIGHWAY/RAIL CROSSING PROJECT LOCATION**

USDOT Crossing Inventory Number: 293471X	Project Number: RRP-000S(610)	Roadway Classification: Minor Arterial
Route No.: N/A	Street Name: Miami Avenue	<input checked="" type="checkbox"/> Within / <input type="checkbox"/> Near
City / Town / Village: Marshall	County: Saline	Missouri
Railroad: Kansas City Southern Railway (KCS)	RR Milepost: 405.03	

**SECTION 4. SCOPE OF WORK AND ALLOCATION OF COSTS**

The project proposed for MHTC's consideration is described in the detailed plans, specifications and cost estimate(s), which are attached as exhibits and incorporated by reference in this Administrative Order. If the interested parties have signed an Agreement concerning this proposed project, then a copy of the Agreement is attached. Except as otherwise specified below in this section, each responsible party that constructs or installs a device or other safety improvement shall maintain that device or safety improvement after completion. The project is summarized below:

Scope of Work	Apportionment of Work		Apportionment of Costs		
	Responsible Party	ORDERED DUE DATE	Responsible Party (Fund)	%	\$
Install new flashing light signals and gates with one pair of sidelights in both the northwest and southeast quadrants, all with LED lights; two audible bells, a new electric meter with pole and a new signal bungalow with redundant constant warning time circuitry, guardrail around each signal mast and installation of new curb in the southeast quadrant around signal mast and then extending along the north side of the utility driveway approximately twenty feet (20') eastward.	KCS	April 30, 2023	MHTC (Sec. 130)		\$379,170.00
			MHTC	90%	\$379,170.00
			KCS	10%	\$42,130.00
Install advance warning signs and stop line pavement markings in accordance with the MUTCD.	City	April 30, 2023	City	100%	Project Cost
<b>Total estimated project costs:</b>					<b>\$421,300.00</b>

**MHTC ADMINISTRATIVE ORDER**

DETERMINING PROPOSED CONSTRUCTION, ALTERATION OR ABOLISHMENT OF PUBLIC HIGHWAY/RAIL GRADE CROSSING, OR GRADE SEPARATION STRUCTURE, OR BOTH

**SECTION 5. APPROVAL OF PROJECT**

A. THE PROPOSED PROJECT IS APPROVED AND AUTHORIZED AS DESCRIBED IN SECTION 4 OF THIS ORDER, FOR THE FOLLOWING REASON(S):

1. The proposed project will not adversely affect public necessity, and will promote public safety, if it is completed and maintained in conformity with the terms of this Administrative Order.

**SECTION 6. ADDITIONAL FINDINGS AND ORDERS**

A. MHTC FINDS AND ORDERS THAT EACH RESPONSIBLE PARTY IDENTIFIED IN SECTION 4 SHALL:

1. Proceed with the construction and installation of the project in conformity with Section 4 of this Administrative Order. Each responsible party shall notify the MoDOT Railroad Projects Manager not less than five (5) days before beginning field work.
2. Complete all required project work described in Section 4 of this order, not later than the Ordered Due Date stated above in Section 4 of this Administrative Order.
3. Submit written notice of completion of all assigned project work items to MoDOT's Railroad Projects Manager, not later than thirty (30) days after the completion of such work.
4. Maintain each device or other safety improvement as provided in Section 4 of this order.
5. Submit project final bills for all work reimbursable by MHTC as provided in Section 4 of this order, not later than one (1) year after submission of notice of completion, or funds will no longer be available.

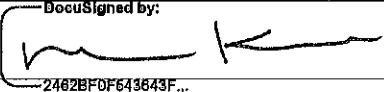
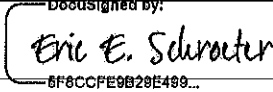
**SECTION 7. ADMINISTRATIVE HEARING; JUDICIAL REVIEW**

Any interested party may file an application for review of this Administrative Order with the Missouri Administrative Hearing Commission (AHC). Upon the filing of such an application, AHC acquires exclusive jurisdiction to review, determine, prescribe or deny the project, as provided by law. Then AHC may conduct hearings, make findings of fact and conclusions of law, and issue orders determining this project.

Administrative Hearing Commission  
 P.O. Box 1557  
 Jefferson City, MO 65102-1557  
 573-751-2422

Any interested party aggrieved by a final administrative order in this matter, whether issued by MHTC or AHC, may seek judicial review of that order by filing a petition in the Missouri Circuit Court as provided by law, unless the party waives judicial review.

**SO ORDERED:**

Signature:  <small>DocuSigned by: 2482BF0F643843F...</small>	Signature:  <small>DocuSigned by: 6F8CCFE9B29E489...</small>
Name (Printed): MICHELLE KRATZER	Name (Printed): Eric E. Schroeter
Title: Multimodal Operations Director	Title: Assistant Chief Engineer
Date Signed: 2022-03-24   11:51 AM CDT	Date Signed: 2022-03-24   1:47 PM CDT

This Order becomes effective upon date of last signature.

## Certificate Of Completion

Envelope Id: D992012BABC045388D4126E1F8C3A438  
 Subject: Please DocuSign: AO\_Miami\_Ave\_2022.pdf  
 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 David Swiercek  
 1860 Michael Faraday Drive  
 Suite 100  
 Reston, VA 20190  
 david.swiercek@modot.mo.gov  
 IP Address: 168.166.80.221

## Record Tracking

Status: Original  
 3/2/2022 1:39:52 PM

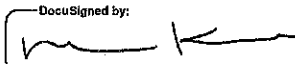
Holder: David Swiercek  
 david.swiercek@modot.mo.gov

Location: DocuSign

## Signer Events

MICHELLE KRATZER  
 MICHELLE.KRATZER@MODOT.MO.GOV  
 Multimodal Operations Director  
 MoDOT  
 Security Level: Email, Account Authentication (Optional)

## Signature

DocuSigned by:  
  
 2482BF0F543643F...

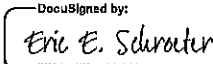
## Timestamp

Sent: 3/2/2022 1:45:03 PM  
 Viewed: 3/24/2022 11:50:54 AM  
 Signed: 3/24/2022 11:51:12 AM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 168.166.80.221

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

Eric E. Schroeter  
 Eric.Schroeter@modot.mo.gov  
 Assistant Chief Engineer  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 8F8CCFE9B29E499...

Sent: 3/24/2022 11:51:13 AM  
 Viewed: 3/24/2022 1:46:56 PM  
 Signed: 3/24/2022 1:47:03 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 12.45.82.3  
 Signed using mobile

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

## Witness Events

Signature

Timestamp

## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent  
 Certified Delivered

Hashed/Encrypted  
 Security Checked

3/2/2022 1:45:03 PM  
 3/24/2022 1:46:56 PM

**Envelope Summary Events**

Signing Complete  
Completed

**Status**

Security Checked  
Security Checked

**Timestamps**

3/24/2022 1:47:03 PM  
3/24/2022 1:47:03 PM

**Payment Events**

**Status**

**Timestamps**

CCO Form: MO41  
Approved: 04/04 (BDG)  
Revised: 03/17 (MWH)  
Modified:

Miami Avenue  
In Marshall, Saline County  
USDOT No. 293 471X  
Job No. RRP-000S(610)

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

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), The Kansas City Southern Railway Company (hereinafter, "Railroad"), and the City of Marshall, Missouri (hereinafter, "Agency"), pursuant to the terms of a Missouri Highways and Transportation Commission Master Agreement for Highway/Rail Crossing Improvements, executed by the Railroad on January 29, 2013, and by the Commission on January 31, 2013 (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, highway/rail grade crossing safety improvements appear to be warranted to enhance safety to both highway and railroad traffic at an existing grade crossing in Marshall, Missouri, where Miami Avenue intersects Railroad's track at a point known as USDOT #293 471X; and

WHEREAS, the Agency is the authority responsible for the road previously identified; and

WHEREAS, the Commission has authority to approve the funding, installation and maintenance of highway/rail grade crossing safety improvements, as provided by law; and

WHEREAS, the Commission has certain funds available for highway/rail grade crossing safety improvements;

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

(1) PURPOSE AND RELATIONSHIP TO MASTER AGREEMENT: The purpose of this Agreement is to supplement the Master Agreement and to provide specific terms relating to the scope of work, funding, installation, and maintenance of highway/rail grade crossing construction or safety improvements at the crossing identified above. All matters addressed in this Supplemental Agreement shall be subject to and performed in accordance with the Master Agreement, which is incorporated by reference in this Supplemental Agreement.

(2) SCOPE OF WORK:

(A) Work Reimbursable by Commission: The work to be performed under this Supplemental Agreement (the "Project") consists of the installation of new flashing light signals and gates, sidelights in the northwest and southeast quadrants, all with LED lights; two audible bells, a new electric meter with pole and a new signal bungalow with redundant constant warning time circuitry, guardrail around each signal mast and installation of new curb in the southeast quadrant around signal mast and then extending along the north side of the utility driveway approximately twenty feet (20') eastward as shown on the Diagnostic Review (Exhibit 1), the Plan Sheet (Exhibit 2), and the Cost Estimate (Exhibit 3), each of which is attached hereto and incorporated by reference in this Supplemental Agreement. All Project work performed in accordance with this Supplemental Agreement, including any work done under an approved change order thereto, shall be reimbursable to the extent provided in Paragraph (3)(A) of this Supplemental Agreement, except for the work specified in Paragraph (2)(B) below.

(B) Other Work: The Agency shall install and maintain at its expense advance warning signs and stop line pavement markings in accordance with the MUTCD.

(3) FUNDING:

(A) Reimbursement of Eligible Costs:

1. The Commission shall reimburse the Railroad for ninety percent (90%) of the eligible costs of the Project in accordance with the Railroad's Plan (Exhibit 2) and Cost Estimate (Exhibit 3), utilizing Federal funds pursuant to 23 U.S.C. Section 130 (as that section has been and periodically may be amended), in combination with available State funds.

2. The Railroad shall be responsible for ten percent (10%) of the eligible costs of the Project in accordance with the Railroad's Plan (Exhibit 2) and Cost Estimate (Exhibit 3).

3. Any costs incurred by the Railroad for work performed at another grade crossing, which is made necessary to accommodate the work at the grade crossing(s) specified above in the first WHEREAS clause of this Supplemental Agreement, shall be excluded from eligible costs, and the Railroad shall be responsible for these costs, unless these costs are itemized separately, either in the Cost Estimate (Exhibit 3) approved by the Commission, or in an approved change order, and in the Railroad's statements of costs.

(4) INSTALLATION: The Railroad, upon receipt of the Commission's Administrative Order approving the Project, and after the effective date of the Order, shall furnish all labor and material and complete the installation in accordance with the Administrative Order, the Master Agreement, the attached Plan (Exhibit 2) and Cost Estimate (Exhibit 3), and in substantial compliance with the edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) in force on the effective date of this

Supplemental Agreement.

(5) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices at the Railroad's expense as long as trains operate through the crossing; or until the Commission consents to the Railroad's assignment, transfer or delegation of any obligation pursuant to this section; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned or closed, or if the Commission and the Railroad mutually agree that the operation and maintenance of the signals is unnecessary. This section is not intended to limit the Railroad's authority to contract with third parties to fulfill the Railroad's obligations under this section, except that such a contract shall not relieve the Railroad of those obligations without the Commission's consent.

(6) RELOCATION OF WARNING DEVICES: In the event the warning devices constructed pursuant to this Supplemental Agreement become unnecessary for any reason stated above in section (5), the Railroad shall remove the warning devices. If mutually agreeable, then the Railroad shall re-install the devices at another crossing. If that is not mutually agreeable, then the Railroad shall either:

(A) Transfer the warning devices to the Commission for reassignment to another Railroad, if directed by the Commission; or

(B) Salvage the warning devices for the Railroad's own use; except that in this event, the Railroad shall pay the Commission a reasonable salvage value for the warning devices removed from this location, to be agreed upon between the Commission and the Railroad in accordance with any applicable Federal regulations.

(7) PAYMENT PROVISIONS: The Commission's payments to the Railroad relating to this Project shall be governed by the payment provisions in the Master Agreement.

(8) ADDITIONAL AGENCY OBLIGATIONS: The Agency hereby agrees to cooperate in the handling of traffic during construction.

(9) AMENDMENTS: Except for change orders as referenced in section (13) of the Master Agreement, any change in this Supplemental Agreement, whether by modification or supplementation, must be accomplished by a contract amendment signed and approved by the duly authorized representatives of the parties.

(10) COMMISSION REPRESENTATIVE: The Commission's director of multimodal operations is designated as the Commission Representative for the purpose of administering the provisions of this Supplemental Agreement, except that, with reference to change orders, the Commission Representative shall include the Commission's administrator of railroads and railroad safety specialists.

(11) BINDING EFFECT; ASSIGNMENT: This Supplemental Agreement shall

be binding upon the parties hereto, their successors and assigns. The Railroad shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission, which the Commission will not unreasonably withhold.

(12) PUBLIC NECESSITY AND SAFETY: The parties understand and agree that the installation and maintenance of the highway/rail grade crossing safety improvements described in this Supplemental Agreement will not adversely affect public necessity and will promote public safety.

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

(14) TERMINATION: The Commission may terminate this Supplemental Agreement at any time before the issuance of an Administrative Order approving the Project, by giving the other parties written notice of termination. The Commission shall reimburse the Railroad for all eligible costs the Railroad has incurred pursuant to this Supplemental Agreement before the effective date of the notice of termination. In consideration of the Commission's reimbursement of these costs to the Railroad, the Railroad grants to the Commission the unlimited, but non-exclusive, right to access and use any or all of the preliminary engineering, designs, plans, estimates, and other work product resulting from the expenses incurred by the Railroad concerning this Project.

(15) NOTICES BY RAILROAD:

(A) The Railroad shall notify the Commission at least five (5) days in advance of the day it proposes to start work on the Project. The Railroad may deliver equipment and materials to the designated Project location before giving this notice, but the Commission shall not reimburse any costs incurred for the storage, rental, detention or use of equipment or materials before the date when the Railroad starts work on the Project.

(B) If the Commission does not timely receive notice from the Railroad as required by subsection (A) of this section, then, until the Commission has completed its final audit of the Project, the Commission may withhold payment of five percent (5%) of the unpaid amount in the Railroad's "FINAL BILL." If, within three (3) years from the Commission's payment of ninety-five percent (95%) of the Railroad's "FINAL BILL" for the Project, the Commission has not begun a final audit of the Project or notified the Railroad of its intent to conduct a final audit, the Commission shall, upon receipt of the Railroad's written request, promptly pay the Railroad the five percent (5%) previously withheld.

(C) The Railroad shall promptly notify the Commission when all the safety improvements described above in Section (2), SCOPE OF WORK, have been

placed in service. If any additional work described in Section (2) remains to be performed by the Railroad after the date of this notice, then the notice shall briefly describe this additional work and the date when the Railroad expects to complete all of this work.

(16) NOTICE TO THE PARTIES:

(A) Except when this Supplemental Agreement or the addressee expressly directs otherwise, each party shall deliver any notice or other communication required or permitted by this Supplemental Agreement to the other parties in writing, either by personal delivery, United States mail, facsimile delivery (FAX), or electronic mail (E-mail), addressed as follows:

1. To the Commission:  
ATTN: Michelle Kratzer  
Missouri Department of Transportation  
Multimodal Operations Division  
105 W. Capitol Ave.  
P.O. Box 270  
Jefferson City, MO 65102  
Facsimile: 573-526-4709  
E-mail: Michelle.Kratzer@modot.mo.gov;
2. To the Railroad:  
ATTN: Chris Ashley  
The Kansas City Southern Railway Company  
4601 Hilry Huckaby III Dr.  
Shreveport, LA 71107  
Facsimile: 318-676-6273  
E-mail: Cashley@KCSouthern.com;
3. To the Agency:  
ATTN: JD Kehrman  
City Administrator  
214 N. Lafayette Ave  
Marshall, MO 65340.  
Facsimile: 660-886-9565  
E-mail: jdkehrman@marshall-mo.com;

(B) Notice to another party shall be effective immediately upon delivery to that party, unless the notice specifies a later effective date. If any party to this Supplemental Agreement sends a notice or other communication addressed to another party as stated above, by first class mail with postage prepaid and properly displaying the sender's return address, then all parties shall consider the notice to be delivered to the addressee on the third day after the sender deposited the notice in a United States Postal Service (USPS) mail box, unless USPS returns the notice to the sender. If

requested by any other party, the addressee will immediately acknowledge when it received delivery of a notice or other communication required or permitted by this Supplemental Agreement.

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

(18) EXISTING AGREEMENTS: Except as modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties, which are currently in force with reference to any grade crossing specifically identified in this Supplemental Agreement, shall remain in full force and effect.

(19) INDEMNIFICATION:

(A) By Railroad: The Railroad shall indemnify and save harmless the Agency from damages or claims for damages arising as a proximate result of the negligence of the Railroad or its employees or contractors in connection with the Project described in this Supplemental Agreement.

(B) By Agency:

1. 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 Supplemental Agreement.

2. The Agency will require any contractor that it uses to perform work under this Supplemental Agreement:

A. 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

B. 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.

3. In no event shall the language of this Supplemental 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.

(20) 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 4.

(21) NONDISCRIMINATION ASSURANCE: If this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation (USDOT), then the provisions in this section shall apply to the Railroad and Agency with regard to work under this Supplemental Agreement:

(A) Civil Rights Statutes: The Railroad and 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 Agency are providing services or operating programs on behalf of the Commission under this Supplemental Agreement, then the Railroad and Agency shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and Agency shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted

programs of the USDOT (49 CFR, Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and Agency, including any subrecipient or subcontractor thereof, shall not unlawfully discriminate on the basis of race, color, religion, creed, disability, national origin, age, ancestry or sex of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad's or Agency's failure to carry out these requirements is a material breach of this Supplemental Agreement, because of which the Commission may terminate this Supplemental Agreement and pursue any other lawful remedy. The Railroad and Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 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 Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and 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 Agency of the requirements of this Supplemental Agreement relative to nondiscrimination prohibiting unlawful discrimination 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 Agency shall provide to the authorized personnel of the State of Missouri, or of the Federal government, having jurisdiction with respect to the nondiscrimination provisions of this section all information and reports required by Section (21) of 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 reasonably related to ascertaining compliance with Section 21 of this Supplemental Agreement. Where any information required of the Railroad and Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and Agency shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments under any Supplemental Agreement which incorporates this Supplemental Agreement until the Railroad or Agency complies;
2. and/or cancellation, termination or suspension of any

Supplemental Agreement which incorporates this Supplemental Agreement.

(G) Incorporation of Provisions: The Railroad and Agency shall include or expressly incorporate by reference the provisions of Section (21) 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 USDOT. The Railroad and Agency will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and Agency become involved or are threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the USDOT to enter into such litigation to protect the interests of the United States.

(22) WAIVER OF NOTICE AND HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Project may require approval by a final Administrative Order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with Sections 389.610, 621.040, 622.240, RSMo, or other applicable laws. The parties consent that the Commission or AHC, or both, may issue Administrative Orders approving and authorizing the completion of this Project in conformity with the provisions of this Supplemental Agreement, and each of the parties waives its right to notice and an opportunity for hearing regarding the issuance of these Administrative Orders.

*(Remainder of page intentionally left blank)*


IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below.

Executed by Railroad on 2021-11-30 | 8:43 AM CST (DATE).


Executed by Agency on 2021-11-30 | 12:47 PM CST (DATE).

Executed by Commission on 2022-01-10 | 8:08 AM CST (DATE).

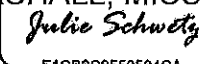
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

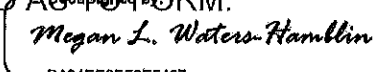
By   
Title Chief Engineer

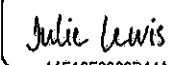
THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By   
Name Manny Loureiro  
Title VP & Chief Engineer

ATTEST:   
Commission Secretary

CITY OF MARSHALL, MISSOURI  
By   
Name Julie Schwetz  
Title Mayor

APPROVED AS TO FORM:   
Senior Administrative Council

ATTEST:   
By Julie Lewis  
Name Julie Lewis  
Title City Clerk



**FIELD NOTES**  
**GRADE CROSSING FIELD INSPECTION FORM**

Date: 7/24/19

USDOT# <u>293471X</u>	RR <u>KCS</u>	City <u>MARSHALL</u>	County <u>SALINE</u>
Street/Highway <u>N. MIAMI AVE</u>		Roadway Maintained By <u>CITY OF MARSHALL</u>	
Description of Proposed Improvements <input checked="" type="checkbox"/> CORRIDOR PROJECT: <u>Y</u> or N <input type="checkbox"/> STAND ALONE: Y or NO <input type="checkbox"/> SAFETY ENHANCEMENT PROGRAM: Y or N			WHO WILL INSTALL THIS?
			RECOMMENDED DIVISION OF COST

<b>TYPE SIGNALS</b>			
ACTUAL COST <input checked="" type="checkbox"/> NO. NEEDED: _____ MAST MOUNTED: _____ FLASHING LIGHTS _____ CANTILEVERS _____ LIGHTS AND GATES <input checked="" type="checkbox"/> AUDIBLE BELLS <u>2</u> SIDELIGHTS <u>2A</u> QUADRANTS: <u>NW &amp; SE</u> OTHER _____ TYPE LENSES: FRONT: 70 30/15 <u>LED</u> <u>2A</u> BACK: 70 30/15 <u>LED</u> <u>2A</u> CANTILEVERED: 70 20/32 LED _____ SIDE: 70 30/15 <u>LED</u> <u>2A</u> CIRCUTRY (redundant) <u>40</u> RAILROAD OPERATING SPEED <input checked="" type="checkbox"/> CWT _____ ISLAND (TYPE) _____ <input type="checkbox"/> MOTION _____ PREEMPTION? Y or <u>N</u> <input type="checkbox"/> STUDY NEEDED? Y or <u>N</u> <input type="checkbox"/> PREEMPTION? Y or <u>N</u> ADVANCE _____ SEC. NEEDED _____ SIMULTANEOUS? _____ NAME OF INTERSECTING ROADWAY NEARBY <u>W. EASTWOOD ST</u> OTHER _____ HTS CONTROLLER? Y or <u>N</u> HTS? Y or <u>N</u> SIGNAL LINES: Y or <u>N</u> UTILITY LINES <u>Y</u> or N <u>SE quadrant</u>	KCS		
BUNGALOW LOCATION PREFERRED QUADRANT (per timetable directions) _____ ANY, _____ NE, _____ SE, _____ SW, <input checked="" type="checkbox"/> NW VARIANCE NEEDED FOR DISTANCE * FROM TRACKS: Y or N _____ APPROXIMATE DISTANCE _____ FEET OTHER: _____ * Standard measurements 30 feet from road and 25 feet from cl track			MoDOT District _____ % FED _____ % MoDOT-MO <u>90</u> % RR <u>10</u> % CITY/CO _____ % OTHER _____ % OTHER _____ %

<b>CROSSING</b>			
ACTUAL COST _____ SURFACE TYPE SUGGESTED _____ WIDTH of ROAD _____ FEET XING LENGTH _____ FEET RELOCATION: Y or N HOW FAR _____ FEET N S E W ANGLE _____ DEGREE _____	N/A		
			MoDOT District _____ % FED _____ % MoDOT-MO _____ % RR _____ % CITY/CO _____ % OTHER _____ % OTHER _____ %

<b>CLOSURE</b>			
_____ BARRICADES: _____ BOTH SIDES _____ ONE SIDE _____ SIDE _____ SIGNS/MARKERS: _____ _____ ROAD OBLITERATION: _____ BOTH SIDES _____ ONE SIDE OTHER: _____	N/A		
			MoDOT District _____ % FED _____ % MoDOT-MO _____ % RR _____ % CITY/CO _____ % OTHER _____ %

<p><b>ROAD CONSTRUCTION</b></p> <p>ROAD DESIGN BEFORE SIGNALS ARE DESIGNED: Y or N          DOES R-O-W HAVE TO BE ACQUIRED? Y or N          WILL CONSTRUCTION NEED TO BE IN DIFF. PHASES? Y or N          IF SO, EXPLAIN: _____          _____</p> <p>SURFACE: _____ CONCRETE _____ ASPHALT _____ GRAVEL          AVERAGE WIDTH OF ROAD _____ FEET (PROPOSED)          APPROACH GRADES: _____% AND _____%          RELOCATION: Y or N          HOW FAR _____ FEET N S E W          SIDEWALKS: _____          ADVANCE WARNING SIGNS: Y or N          PAVEMENT MARKINGS: Y or N          SHOULDERS _____ CURBS _____          RAISED MEDIANS _____          DRAINAGE _____          OTHER: _____</p>	<p>N/A</p>	<p>MoDOT District _____%</p> <p>FED _____%</p> <p>MoDOT-MO _____%</p> <p>RR _____%</p> <p>CITY/CO _____%</p> <p>OTHER _____%</p> <p>OTHER _____%</p>
<p><b>ADJACENT AREA</b></p> <p>ADDITIONAL TRACKS? _____ MAIN _____ SIDING _____ INDUSTRIAL          _____ OTHER RAILROADS NEARBY: Y or N _____ (Name(s))          _____ NEED SIGNALS INTERCONNECTED: Y or N          WHO MAINTAINS INTERCONNECTS? _____          ADDITIONAL CROSSINGS: Y or N NUMBER OF _____          ADDITIONAL SIDE STREETS OR DRIVEWAYS: <input checked="" type="radio"/> or <input type="radio"/> in SE quadrant          UTILITIES? _____ <i>Impose quad to utility plant for business</i>          OTHER: _____</p>		<p>MoDOT District _____%</p> <p>FED _____%</p> <p>MoDOT-MO _____%</p> <p>RR _____%</p> <p>CITY/CO _____%</p> <p>OTHER _____%</p> <p>OTHER _____%</p>
<p><b>SPECIAL CONSIDERATIONS</b></p> <p>EXEMPT SIGNS: Y or <input checked="" type="radio"/> N          DO NOT STOP ON TRACKS SIGNS: Y or <input checked="" type="radio"/> N          HUMP CROSSING SIGN: Y or <input checked="" type="radio"/> N          TRUCK PULL OFF LANES: Y or <input checked="" type="radio"/> N</p>		
<p><b>INTERIM RELIEF</b></p> <p>HIGHWAY TRAFFIC STUDY: Y or <input checked="" type="radio"/> N          STOP SIGNS &amp; STOP AHEAD SIGNS: Y or <input checked="" type="radio"/> N          OTHER: _____</p>		
<p><b>ADDITIONAL COMMENTS</b></p> <p><i>Install new curb in SE quadrant around mast &amp; then extending along north side of utility driveway approx. 20 feet eastward</i></p>	<p>KCS</p>	<p>MO - 90</p> <p>KCS 10</p>
<p>PERSONS IN ATTENDANCE: (NOTE: IF MEETING MORE THAN ONE TIME, PLACE INITIALS AND DATE BY THE AREAS THAT APPLY)</p>		

MoDOT-MO: <u><i>Jack Wald</i></u>	Phone: <u><i>573-751-5968</i></u>
MoDOT District: <u><i>Area 10</i></u>	Phone: <u><i>6</i></u>
CITY/COUNTY/OTHER: <u><i>W. Jay</i></u>	Phone: <u><i>660-886-3945</i></u>
RAILROAD: _____	Phone: _____
OTHERS PRESENT: _____	

A. Will proposed work require the roadway to be closed? \_\_\_\_\_ B. If yes, how long? \_\_\_\_\_  
 C. Who will be responsible for Traffic Control? \_\_\_\_\_ Discuss Detour Route.

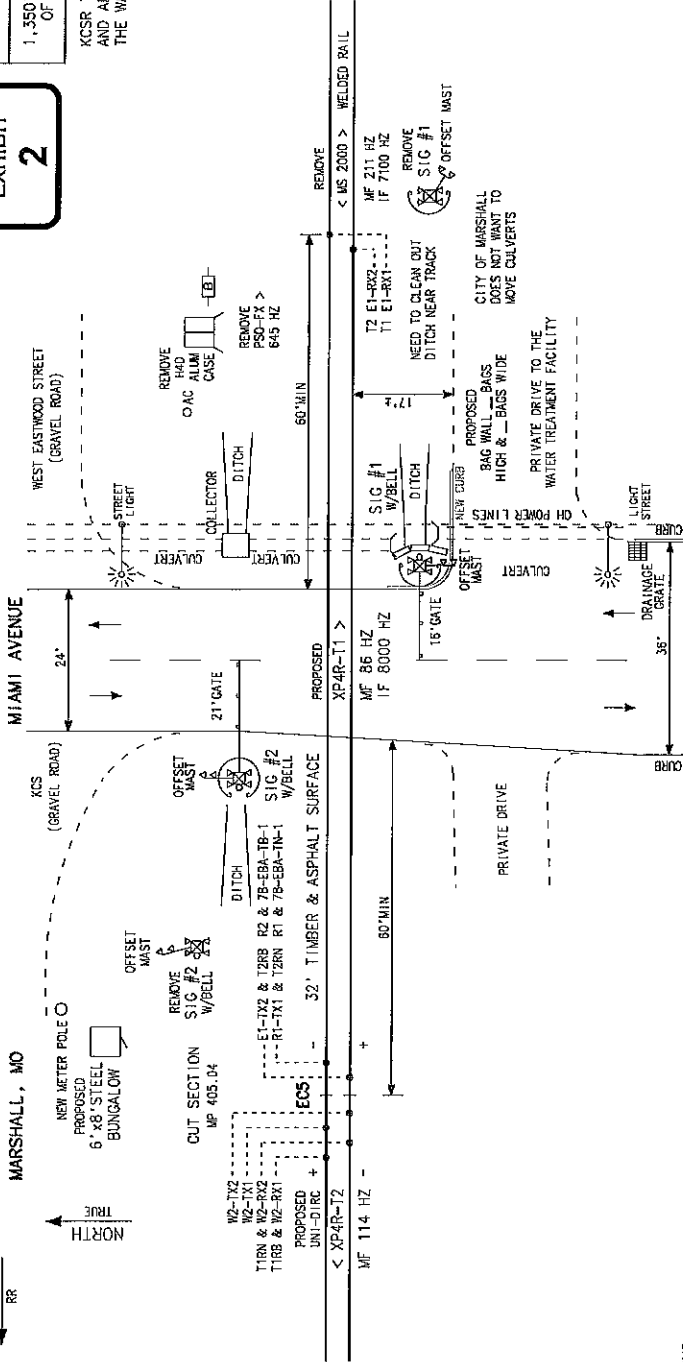
Contact Info for RR Signal Maintainer: \_\_\_\_\_

**EXHIBIT 2**

1,800'± APPROACH PROVIDES A MAXIMUM OF 26 SEC WARNING TIME AT 40 MPH

1,350'± APPROACH PROVIDES A MAXIMUM OF 26 SEC WARNING TIME AT 30 MPH

KCSR TO MEASURE CLEARANCE DISTANCE AND ADD CORRECT CLEARANCE TIME TO THE WARNING TIME, REFER TO CHART



MAXIMUM SPEED REGULATIONS  
MP 325.07 TO MP 475.0 ... 40 MPH FRT/MT

SPEED RESTRICTIONS  
BR (MO RIVER) MP 381.5 TO MP 382.0 ... 30 MPH  
XING MP 404.0 TO MP 405.3 ... 30± MPH (+ INDICATES ENGINES ONLY)

KCSR PROPERTY - VARIES FROM CENTERLINE IN ALL QUADRANTS  
CONSTRUCTION SUPERVISOR OR SIGNAL SUPERVISOR TO FILL OUT PIPE OR CONDUIT LOCATION CHART PROVIDED BELOW. PLEASE LABEL PIPES BY AN ALPHA DESIGNATION (EXAMPLE 4" PVC PIPE A)

UG SIGNAL CABLE PIPE LOCATION	DESTINATION QUADRANT	BUNGALOW QUADRANT
4" PVC PIPE A	TO ROAD	TO RAIL
4" PVC PIPE B	TO ROAD	TO RAIL
4" PVC PIPE C	TO ROAD	TO RAIL
4" PVC PIPE D	TO ROAD	TO RAIL

ALL DIMENSIONS MEASURED PERPENDICULAR TO ROAD OR PERPENDICULAR TO RAIL

911 STREET ADDRESS

BUNGALOW LOCATION:

50'-0"± FROM THE EDGE OF PAVED ROAD, MEASURED PERPENDICULAR TO ROAD FROM NEAREST SIDE OF BUNGALOW TO EDGE OF THE PAVED ROAD

35'-0"± FROM THE NEAR RAIL, MEASURED PERPENDICULAR TO RAIL FROM NEAREST SIDE OF BUNGALOW TO THE NEAREST EDGE OF RAIL

MUTCD SUGGESTED CLEARANCE:  
30'-0"± FROM THE EDGE OF HIGHWAY  
25'-0"± FROM THE NEAREST RAIL

SIG #2 LOCATION:

8'-3" MIN FROM THE EDGE OF PAVED ROAD, MEASURED PERPENDICULAR TO ROAD FROM CENTER OF SIGNAL POLE TO THE EDGE OF PAVED ROAD

15'-0"± FROM NEAR RAIL AT GATE BASE, MEASURED PERPENDICULAR TO RAIL FROM CENTER OF SIGNAL POLE TO THE NEAREST EDGE OF RAIL

MUTCD MINIMUM RESTRICTIONS:  
8'-3" MIN. FROM EDGE OF TRAVELED ROAD  
12'-0" MIN. FROM CENTERLINE OF RAIL  
GATE ARM TO BE PERPENDICULAR TO ROAD

SIG #1 LOCATION:

4'-3" MIN FROM THE EDGE OF PAVED ROAD, MEASURED PERPENDICULAR TO ROAD FROM CENTER OF SIGNAL POLE TO THE EDGE OF PAVED ROAD

12'-0"± FROM NEAR RAIL AT GATE BASE, MEASURED PERPENDICULAR TO RAIL FROM CENTER OF SIGNAL POLE TO THE NEAREST EDGE OF RAIL

MUTCD MINIMUM RESTRICTIONS:  
8'-3" MIN. FROM EDGE OF TRAVELED ROAD  
12'-0" MIN. FROM CENTERLINE OF RAIL  
GATE ARM TO BE PERPENDICULAR TO ROAD

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.

DWG. NO. SD-30-2-405.03A

LOCATION US 55B (MIAMI AVENUE) & CUT SECTION MARSHALL, MO

DOT NO. 293-471X  
MILE POST 405.03

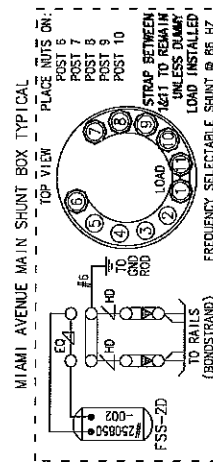
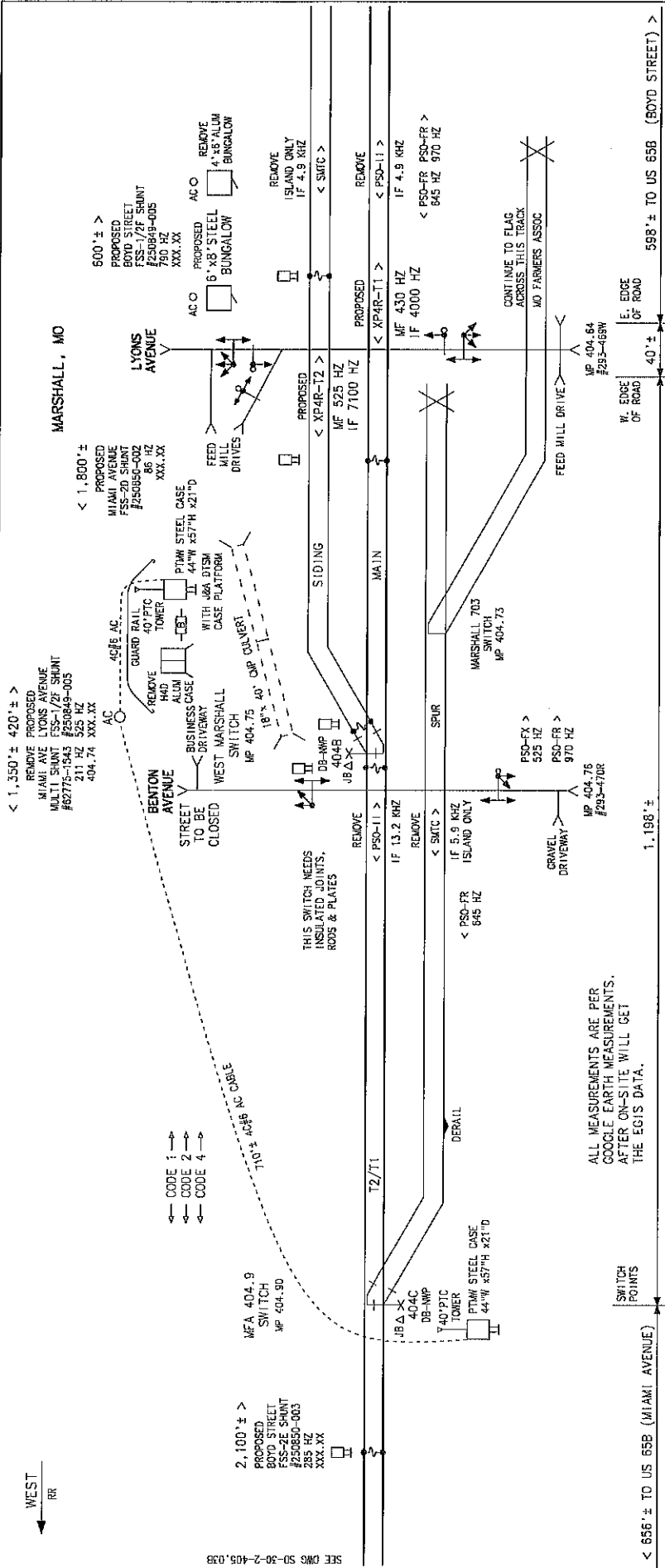
ASSET #926036

ORANGE=OUT  
BLUE = IN  
GREEN=NOTE

REVISION BLOCK

FLSHRS & GATES IN SERVICE





SHUNT BOX MOUNTED 9 FT FROM NEAR RAIL  
 C&B SPECIALTIES PART #500400-100-03  
 ALL SHUNT BOX DIMENSIONS SHOULD BE MEASURED FROM THE ASSOCIATED TRACK CIRCUIT TO THE CLOSEST TIE-IN POINT.  
 SEE XPA INSTRUCTION MANUAL 100323-010 ATO VOLUME ONE CHAPTER 2-INSTALLATION

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.  
 DWG. NO. SD-30-2-405.03C  
 LOCATION US 65B (MIAMI AVENUE) & CUT SECTION MARSHALL, MO  
 DOT NO. 293-471X  
 MILE POST 405.03

REVISION BLOCK

## INSTALLATION AND DESIGN INFORMATION

APPROACH AND WARNING TIME CALCULATIONS	XPR MAIN TRK	OTHER TRK	OTHER TRK
MINIMUM WARNING TIME	20 SEC		
PLUS CLEARANCE TIME	0 SEC		
PLUS BUFFER TIME	5 SEC		
TOTAL WARNING TIME	25 SEC		
TOTAL APPROACH TIME	30 SEC		
MAX. TRAIN SPEED	40 MPH		
EQUATION FEET/SECOND	x 1.4667		
SPEED FEET PER SECOND	58.7 FPS		
TOTAL APPROACH TIME	30 SEC		
SPEED FEET PER SECOND	x 58.7		
APPROACH DISTANCE (MEASURED FROM TIE-IN POINTS)	1,761'		
DISTANCE ROUNDED UP TO	1,800'±		
CLEARANCE DISTANCE FOR DESIGN PURPOSE WAS ESTIMATED TO BE 26'±			
THIS DISTANCE SHOULD BE MEASURED EXACTLY AS PART OF THE INSTALLATION PROCESS, PER DIRECTIONS SHOWN IN CHART			

MUTCO MINIMUM RESTRICTIONS FOR LOCATION AND CLEARANCE DIMENSIONS FOR FLASHER & GATE SIGNALS SHALL BE:

WHEN THERE IS A CURB...  
 A HORIZONTAL CLEARANCE OF AT LEAST 2'-0" SHALL BE PROVIDED FROM THE FACE OF THE VERTICAL CURB TO THE CLOSEST PART OF THE SIGNAL OR GATE ARM IN ITS UPRIGHT POSITION.

WHEN THERE IS A SHOULDER, BUT NO CURB...  
 A HORIZONTAL CLEARANCE OF AT LEAST 2'-0" FROM THE EDGE OF A PAVED OR SURFACED SHOULDER SHALL BE PROVIDED. WITH A CLEARANCE OF AT LEAST 6'-0" FROM THE EDGE OF THE TRAVELED WAY.

WHEN THERE IS NO CURB OR SHOULDER...  
 THE MINIMUM HORIZONTAL CLEARANCE SHALL BE 6'-0" FROM THE EDGE OF THE TRAVELED WAY.

MUTCO SUGGESTED LATERAL CLEARANCE FOR EQUIPMENT HOUSING (CONTROLLER CABINETS):  
 EQUIPMENT HOUSING SHOULD HAVE A LATERAL CLEARANCE OF AT LEAST 30'-0" FROM THE EDGE OF THE HIGHWAY AND WHERE RAILROAD PROPERTY AND CONDITIONS ALLOW, AT LEAST 25'-0" FROM THE NEAREST RAIL.

**PROJECT NOTES:**

- 1.) PROPOSED TO INSTALL THE FOLLOWING AS PART OF THIS STATE PROJECT:
  - 2 EA. FLASHER & GATE SIGNALS WITH 12" LED LIGHTS
  - 1 EA. 6' x 8' STEEL BUNGALOW WITH A CONSTANT WARNING TIME TRAIN DETECTION DEVICE WITH EVENT RECORDING
  - 1 EA. 1/2 CIRCULAR GUARD RAIL WITH END TERMINAL CURLS
  - 1 EA. 2/3RDS CIRCULAR GUARD RAIL WITH END TERMINAL CURLS
  - 2 EA. SHUNT BOX ASSEMBLIES WITH FSS SHUNTS
  - 1 EA. 220 VAC METER POLE
  - 4" PVC CONDUIT FOR SIGNAL CABLING UNDER ROADWAY MAY BE INSTALLED BY DIRECTIONAL BORING METHOD
  - 3.) APPROX TONS OF FILL MATERIAL REQUIRED FOR BUNGALOW & SIGNALS
  - 4.) ANY UTILITIES THAT INTERFERE WITH PROPER SIGNAL PLACEMENT WILL BE RELOCATED AT PROJECT EXPENSE
  - 5.) ANY POWER LINES IN AREA WILL NEED TO BE AT LEAST 10' FROM TIP OF GATE ARM IN RAISED POSITION (VERTICAL)
  - 6.) ANY DRAINAGE WORK REQUIRED FOR THE PROPER SIGNAL OR BUNGALOW PLACEMENT WILL BE AT PROJECT EXPENSE
  - 7.) ALL PROPOSED DIMENSIONS ARE PLUS OR MINUS AT THE DISCRETION OF THE KCS SIGNAL SUPERVISOR AND/OR THE KCS PROJECT ENGINEER, IF WITHIN THE STATE GUIDELINES

PLEASE MEASURE EXACT CLEARANCE DISTANCE AS FOLLOWS:			
MEASURE ALONG THE EDGE OF ROAD - FROM GATE ARM DOWN TO 6' MIN. BEYOND THE FARTHEST RAIL (6' IS MEASURED PERPENDICULAR TO RAIL)			
MEASURE AT CENTER LINE OF ROAD - FROM GATE ARM DOWN TO 6' MIN. BEYOND THE FARTHEST RAIL (6' IS MEASURED PERPENDICULAR TO RAIL)			
USE THE LONGEST DISTANCE MEASURED ABOVE TO DETERMINE CLEARANCE TIME IF OVER 35' MIN., AS PER THE CHART BELOW			
ADD THE LONGEST CLEARANCE TIME TO THE WARNING TIME			
CLEARANCE DISTANCE MEASUREMENTS			
SIG #1 = AT EDGE OF ROAD	SIG #1 = CENTER OF ROAD	SIG #1 = LONGEST DISTANCE	SIG #1 = CLEARANCE TIME = CT
FT	FT	FT	SEC
SIG #2 = AT EDGE OF ROAD	SIG #2 = CENTER OF ROAD	SIG #2 = LONGEST DISTANCE	SIG #2 = CLEARANCE TIME = CT
FT	FT	FT	SEC
CT = CLEARANCE TIME			
0' TO 35' = NONE	36' TO 45' = 1 SEC CT	96' TO 105' = 7 SEC CT	
46' TO 55' = 2 SEC CT	56' TO 65' = 3 SEC CT	106' TO 115' = 8 SEC CT	
66' TO 75' = 4 SEC CT	76' TO 85' = 5 SEC CT	116' TO 125' = 9 SEC CT	
86' TO 95' = 6 SEC CT		126' TO 135' = 10 SEC CT	
		136' TO 145' = 11 SEC CT	
		146' TO 155' = 12 SEC CT	
		156' TO 165' = 13 SEC CT	

**CONTACT INFORMATION:**  
 STATE PROJECT ENGINEER NAME  
 ADDRESS  
 CITY, STATE  
 OFFICE:  
 CELL:  
 E-MAIL:  
 2 WEEKS NOTICE REQUIRED

**STATES IDENTIFICATION:**  
 US 65 (MIAMI AVENUE)  
 MARSHALL  
 SALINE COUNTY  
 DOT NO. 293-471X

SIGNAL FOREMAN TO CALL  
 STATE PROJECT ENGINEER  
 WHEN GANG SHOWS UP AT  
 JOB SITE TO BEGIN WORK

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.  
 DWG. NO. SD-30-2-405.03C1  
 LOCATION US 65B (MIAMI AVENUE)  
 & CUT SECTION  
 MARSHALL, MO  
 DOT NO. 293-471X  
 MILE POST 405.03

REVISION  
 BLOCK



KANSAS CITY SOUTHERN RAILWAY COMPANY  
 GRADE CROSSING WARNING DEVICES  
 SUMMARY OF ESTIMATES

DATE 1/21/21  
 PAGE 1

EXHIBIT  
 3

**MARSHALL, MO CORRIDOR PROJECT**

**SUMMARY OF ESTIMATES**

**PLEASE NOTE: IF ALL OF THESE CROSSING ESTIMATES AREN'T APPROVED TOGETHER THE ESTIMATES COULD CHANGE FOR THE ONES APPROVED.**

LOCATION DESCRIPTION	DATE	MATERIAL	LABOR	TOTAL ESTIMATE
TO INSTALL FLASHERS & GATES & CANTILEVER AT ODELL AVENUE IN MARSHALL, MO	1st Revision 1/21/21	\$ 236,000.00	\$ 147,400.00	<b>\$ 383,400.00</b>
REMOVE ALL EQUIPMENT AT JEFFERSON AVENUE IN MARSHALL, MO	1st Revision 1/21/21		\$ 26,450.00	<b>\$ 26,450.00</b>
REMOVE ALL EQUIPMENT AT ENGLISH AVENUE IN MARSHALL, MO	1st Revision 1/21/21		\$ 26,450.00	<b>\$ 26,450.00</b>
TO INSTALL FLASHERS & GATES AT US 65B (BOYD STREET) IN MARSHALL, MO	1st Revision 1/21/21	\$ 209,500.00	\$ 147,400.00	<b>\$ 356,900.00</b>
TO INSTALL FLASHERS & GATES & CANTILEVERS AT LYONS AVENUE IN MARSHALL, MO	1st Revision 1/21/21	\$ 280,000.00	\$ 161,200.00	<b>\$ 441,200.00</b>
REMOVE ALL EQUIPMENT AT BENTON AVENUE IN MARSHALL, MO	1st Revision 1/21/21		\$ 26,450.00	<b>\$ 26,450.00</b>
TO INSTALL FLASHERS & GATES AT US 65B (MIAMI AVENUE) IN MARSHALL, MO	1st Revision 1/21/21	\$ 233,500.00	\$ 187,800.00	<b>\$ 421,300.00</b>

	MATERIAL TOTAL	LABOR TOTAL	TOTAL ESTIMATE
<b>PROJECT ESTIMATE TOTALS</b>	<b>\$ 959,000.00</b>	<b>\$ 723,150.00</b>	<b>\$ 1,682,150.00</b>



**KANSAS CITY SOUTHERN RAILWAY COMPANY  
GRADE CROSSING WARNING DEVICES  
SIGNAL PROJECT ESTIMATE OF COST**

ESTIMATE IS DEFINED AS: TO PRODUCE A STATEMENT OF APPROXIMATE COST

DATE 1/30/20

Project Description & Location...

**PROPOSED TO INSTALL TWO NEW FLASHER SIGNALS WITH GATES AND INSTALL A NEW 6' x 8' STEEL BUNGALOW WITH CONSTANT WARNING TIME UNIT AT THE CROSSING OF KCS RAILWAY TRACKS WITH US 65B (MIAMI AVENUE) IN MARSHALL, MO**

**...REQUIRES EC5 REPEATER LOCATED AT THE CROSSING**

States Identification... <b>MIAMI AVENUE MARSHALL, MO SALINE COUNTY DOT NO. 293-471X JOB NO. ORDER NO.</b>	Funding Mechanism... <b>SIGNAL PROJECT</b>	Railroads Identification... <b>DWG NO. SD-30-2-405.03 DOT NO. 293-471X MILE POST 405.03 ASSET # 926036 MIDWEST DIVISION MEXICO SUBDIVISION</b>
---	---	---

MATERIAL Description & Pricing Info...	QTY	Unit	Unit Price	TOTAL
6' x 8' STEEL BUNGALOW, with Micro-Aide Recording Unit, with Modules and Program required to control warning devices as shown, Chargers & Battery necs., etc	1	LOT	111,000	\$ 111,000.00
FLASHER & GATE SIGNALS, with 12" LED Lights, All Aluminum Gate Arms, LED Gate Lights, Signs, Bells, with any side lights as per State Specifications.	1	LOT	26,000	\$ 26,000.00
SIGNAL GROUND MATERIAL, Foundations, Underground Wire & Cable, Guard Rails, Multi Shunt Boxes at approaches, Track Connectors, Bond Wires, wiring materials, etc.	1	LOT	32,500	\$ 32,500.00
Containerized Freight Charges, Siemens Corp.	1	LOT	7,500	\$ 7,500.00
10% Material Contingency Fee, Siemens Corp.	1	LOT	12,000	\$ 12,000.00
PROJECT MATERIAL, Cover Rock or Fill Material, 220 Volt AC Service Pole, boring, etc Directional Boring with 4" PVC Pipe as determined by Railroad, retaining wall, culvert, etc.	1	LOT	35,000	\$ 35,000.00
Public Road Authority to perform any culvert or drainage work required, cost not included				
MATERIAL RELEASED... none				
SEE KCSR LAYOUT PLAN... DWG NO SD-30-2-405.03A-C1				
MATERIAL SUB TOTAL =				<b>\$ 224,000.00</b>

LABOR & ADDITIVES, Equipment, Engineering...	QTY	Unit	Unit Price	TOTAL
KCS LABOR with Additives, all Signal Dept. Personnel required for Administration, and for Field Installation, testing and cut-over as directed by the Signal Engineer. 18d	1	Const	79,560	\$ 79,560.00
EQUIPMENT CHARGES, for Signal Dept Pickup Trucks, Backhoes, Boom Trucks, etc.	1	Const	21,155	\$ 21,155.00
KCS PERSONAL EXPENSES, for all Signal Dept Personnel	1	Const	12,285	\$ 12,285.00
CONTRACT ENGINEERING, for Layout Design, Quote Plans, Material Lists, Layout Plans & Estimate, Shop Wiring & Field Construction Plans as directed by the RR (JaKay)	1	Const	20,500	\$ 20,500.00
CONTRACT ACCOUNTING, Project Cost Tracking System through the life of the project, Completion Reports and assist Accounting with Final Billing preparation. (BHS)	1	Const	5,000	\$ 5,000.00
UTILITY COORDINATION, arrangements for new electrical service, relocation of utilities, arrange for rock & fill material, project coordination as directed by the RR (JaKay)	1	Const	6,000	\$ 6,000.00
FIELD INSTALLATION CONTRACTOR, to provide equipment & personnel as required by the KCSR Field Installation Bid Request package for the signal installation.		N/A		
THIS ESTIMATE IS LIMITED TO 180 DAYS FROM DATE OF ISSUANCE, KCS SHALL AUTHORIZE IT'S USE THEREAFTER				
LABOR SUB TOTAL =				<b>\$ 144,500.00</b>

**TO INSTALL FLASHERS & GATES AT  
US 65B (MIAMI AVENUE) IN MARSHALL, MO**

TOTAL ESTIMATE OF COST  
**\$ 368,500.00**

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

On the 11th day of January, 2021, before me appeared (Affiant's name:) Jordan Quayle, 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:) Talent Acquisition Manager of Kansas City Southern, 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.

[Signature]  
Affiant Signature

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

[Signature]  
Notary Public

My commission expires: 8/29/2024

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



MICHELLE MCFARLAND  
My Commission Expires  
August 29, 2024  
Jackson County  
Commission #12410365



Company ID Number: 126570

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the The Kansas City Southern Railway Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 126570

**Approved by:**

<b>Employer</b> The Kansas City Southern Railway Company	
Name (Please Type or Print) Robert M Brazeal	Title
Signature Electronically Signed	Date 06/11/2008
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/11/2008



Company ID Number: 126570

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	The Kansas City Southern Railway Company
Company Facility Address	427 W. 12th St. Kansas City, MO 64105
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	446000758
North American Industry Classification Systems Code	482
Parent Company	Kansas City Southern
Number of Employees	2,500 to 4,999
Number of Sites Verified for	73



Company ID Number: 126570

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA	3 site(s)
ARKANSAS	6 site(s)
ILLINOIS	6 site(s)
LOUISIANA	15 site(s)
MISSOURI	6 site(s)
MISSISSIPPI	16 site(s)
OKLAHOMA	3 site(s)
TENNESSEE	2 site(s)
TEXAS	16 site(s)

ORDINANCE NO. 8636

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF MARSHALL, MISSOURI, TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND KANSAS CITY SOUTHERN RAILWAY COMPANY FOR RAIL CROSSING SAFETY IMPROVEMENTS ON MIAMI AVENUE**

**WHEREAS**, the Missouri Highways and Transportation Commission ("Commission"), Kansas City Southern Railway Company ("Railroad"), and the City of Marshall, Missouri ("City") previously entered into an agreement on or about January 13, 2013 ("Master Agreement"); and

**WHEREAS**, the Commission, Railroad, and City desire to enter into a Supplemental Agreement for Highway/Rail Grade Crossing Safety Improvements for the purpose of amending the Master Agreement as it relates to an existing grade crossing in the City, located where Miami Avenue intersects Railroad's track at a point known as USDOT #293 471X ("Miami Avenue Crossing").

**BE IT ORDAINED** by the Council of the City of Marshall, Missouri, as follows:

**Section 1.** The Mayor of the City of Marshall, Missouri, is hereby authorized to execute on behalf of said City an agreement with the Commission and Railroad entitled Supplemental Agreement for Highway/Rail Grade Crossing Safety Improvements to amend the Master Agreement between the parties dated January 13, 2013, for the purpose of enhancing safety to both highway and railroad traffic at the Miami Avenue Crossing, with the Commission and Railroad sharing the costs of improvements as forth in the Supplemental Agreement.

**Section 2.** This Ordinance shall be in full force and effect upon final passage and approval.

**PASSED** by the Council of the City of Marshall, Missouri, this 1<sup>st</sup> day of NOV, 2021.

Julie Schweetz  
\_\_\_\_\_  
President

**APPROVED** by the Mayor this 1<sup>st</sup> day of NOV, 2021.

Julie Schweetz  
\_\_\_\_\_  
Mayor

**FILED** this 1<sup>st</sup> day of Nov, 2021.

Julia A Lewis  
\_\_\_\_\_  
City Clerk

**Certificate Of Completion**

Envelope Id: 88A4A5C498A348B8A0E23F1A4392C560  
 Subject: Please DocuSign: 2021-11-66844.pdf  
 Source Envelope:  
 Document Pages: 25  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Jack S. Wright  
 1860 Michael Faraday Drive  
 Suite 100  
 Reston, VA 20190  
 Jack.Wright@modot.mo.gov  
 IP Address: 168.166.80.221

**Record Tracking**

Status: Original  
 11/16/2021 9:05:42 PM

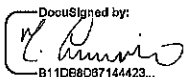
Holder: Jack S. Wright  
 Jack.Wright@modot.mo.gov

Location: DocuSign

**Signer Events**

Manny Loureiro  
 MLoureiro@KCSouthern.com  
 VP & Chief Engineer  
 Security Level: Email, Account Authentication (Optional)

**Signature**

DocuSigned by:  
  
 B11DB8D97144423...

Signature Adoption: Drawn on Device  
 Using IP Address: 24.114.55.3  
 Signed using mobile

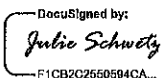
**Timestamp**

Sent: 11/16/2021 10:43:29 PM  
 Viewed: 11/30/2021 8:43:32 AM  
 Signed: 11/30/2021 8:43:56 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/30/2021 8:43:32 AM  
 ID: 52b2a99f-26bb-4f19-b92a-d322627233a8

Julie Schwetz  
 jschwetz@marshall-mo.com  
 Mayor  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 F1CB2C2650504CA...

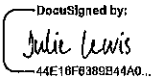
Signature Adoption: Pre-selected Style  
 Using IP Address: 97.88.101.20  
 Signed using mobile

Sent: 11/30/2021 8:43:59 AM  
 Viewed: 11/30/2021 12:46:43 PM  
 Signed: 11/30/2021 12:47:02 PM

**Electronic Record and Signature Disclosure:**

Accepted: 11/30/2021 12:46:43 PM  
 ID: a655dc59-e1f1-4d48-837c-c45055ec772d

Julie Lewis  
 jlewis@marshall-mo.com  
 City Clerk  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 44E10F6389B4A0...

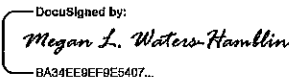
Signature Adoption: Pre-selected Style  
 Using IP Address: 64.111.46.40

Sent: 11/30/2021 12:47:04 PM  
 Viewed: 11/30/2021 1:05:08 PM  
 Signed: 12/28/2021 9:22:15 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/28/2021 9:22:08 AM  
 ID: cfc55688-6851-43cc-acaa-391624884f5b

Megan L. Waters-Hamblin  
 Megan.Waters-Hamblin@modot.mo.gov  
 Senior Administrative Counsel  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:  
  
 BA24EE9EF9E5407...

Signature Adoption: Pre-selected Style  
 Using IP Address: 168.166.80.221

Sent: 12/28/2021 9:22:17 AM  
 Viewed: 1/10/2022 7:54:40 AM  
 Signed: 1/10/2022 7:59:24 AM

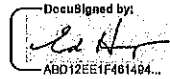
**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events**

Ed W. Hassinger  
Ed.Hassinger@modot.mo.gov  
Chief Engineer  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

**Signature**



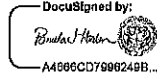
Signature Adoption: Uploaded Signature Image  
Using IP Address: 168.166.80.221

**Timestamp**

Sent: 1/10/2022 7:59:26 AM  
Viewed: 1/10/2022 8:08:53 AM  
Signed: 1/10/2022 8:08:57 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Pamela Harlan  
pamela.harlan@modot.mo.gov  
Secretary to the Commission  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 168.166.80.221

Sent: 1/10/2022 8:09:00 AM  
Viewed: 1/10/2022 10:20:36 AM  
Signed: 1/10/2022 10:20:41 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/22/2021 11:42:38 AM  
ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Chris Ashley  
CAshley@KCSouthern.com  
Security Level: Email, Account Authentication (Optional)



Sent: 11/16/2021 10:43:29 PM  
Viewed: 1/10/2022 10:23:09 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/7/2022 10:28:25 AM  
ID: f2a0c144-519d-4a32-8b21-51a006bf3d47

Dana Kaiser  
dana.kaiser@modot.mo.gov  
Senior Executive Assistant  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)



Sent: 1/10/2022 10:20:44 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer Jorgensen  
jennifer.jorgensen@modot.mo.gov  
Asst Secretary to the Commission  
MoDOT  
Security Level: Email, Account Authentication (Optional)



Sent: 1/10/2022 10:20:45 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

11/16/2021 10:43:29 PM

Certified Delivered

Security Checked

1/10/2022 10:20:36 AM

Signing Complete

Security Checked

1/10/2022 10:20:41 AM

Completed

Security Checked

1/10/2022 10:20:45 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**