

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 314-13

AN ORDINANCE

determining it is in the public interest to upgrade the railroad active warning device at the Columbia Terminal Railroad's (COLT) intersection with North Browns Station Road; approving and adopting plans and specifications; determining that the work shall be done by contract; calling for bids through the Purchasing Division; providing for payment for the improvement; appropriating funds; authorizing the City Manager to obtain, execute and record all documents necessary for the improvement; providing for compliance with the prevailing wage law and state-mandated construction safety training; authorizing a supplemental agreement for highway/rail crossing signal improvements with the Missouri Highways and Transportation Commission; and fixing the time when this ordinance shall become effective.

WHEREAS, the City Council adopted a resolution declaring the necessity of upgrading the railroad active warning device at the Columbia Terminal Railroad's (COLT) intersection with North Browns Station Road; and

WHEREAS, the notice of a public hearing on this project was published in a daily newspaper of general circulation in the city; and

WHEREAS, the City Council has held a public hearing on construction of the improvement.

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

SECTION 1. The Council finds that upgrading the railroad active warning device at the Columbia Terminal Railroad's (COLT) intersection with North Browns Station Road in the City of Columbia, Missouri, is necessary for the welfare and improvement of the city and that it is in the public interest that such improvements be made.

SECTION 2. The plans and specifications for this improvement, as prepared by the Director of Water and Light, are hereby approved and made a part of this ordinance by reference.

SECTION 3. The construction of the improvement shall be done by contract in accordance with the plans and specifications, the laws of the State of Missouri, and the Charter and Ordinances of the City of Columbia, Missouri.

SECTION 4. The Purchasing Agent is hereby authorized to call for bids and execute a contract for the improvement.

SECTION 5. Payment for this improvement shall be made from funds appropriated in Capital Improvement Project ER0070 and such other funds as may be lawfully appropriated.

SECTION 6. The sum of \$132,200.00 is hereby appropriated from the Retained Earnings Account No. 551-0000-351.01-00 to Account No. 503-7388-881.66-54, ER0070.

SECTION 7. The City Manager is authorized to obtain, execute and have recorded all licenses, easements, deeds and any other conveyances or instruments necessary for the City to complete this improvement.

SECTION 8. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract. The contractor's bond shall guarantee the faithful performance of the prevailing hourly wage clause in the contract.

SECTION 9. The bid specifications and contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

SECTION 10. The City Manager is hereby authorized to execute a supplemental agreement for highway/rail crossing signal improvements with the Missouri Highways and Transportation Commission. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto.

SECTION 11. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Retained Earnings
Account No. 551-0000-351.01-00 to cover the above appropriation.

Director of Finance

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

North Brown Station Road
 near Columbia
 Boone County
 Crossing No. 913 234B
 Job No. RRP-000S(389)

**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
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FOR MHTC CONTRACT OR GRANT IN EXCESS OF \$5,000
- 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"), and the City of Columbia, a Missouri municipal corporation (hereinafter, "Agency"), which owns and operates the Columbia Terminal Railroad (hereinafter, "Railroad") ,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 Columbia, Missouri, where North Browns Station Road intersects Railroad's tracks at a public highway/rail grade crossing designated as USDOT # 913 234B (hereinafter referred to as the "North Browns Station 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 April 29, 2013, 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 and other improvements at the North Browns Station Road Grade Crossing Grade Crossing (hereinafter the "Project").

(2) SCOPE OF WORK:

(A) The scope of work includes the Agency's installation of new flashing light signals and gates with LED lights and island type circuitry, two audible bells, may need new culvert in the northwest quadrant to accommodate new signal mast and a new signal bungalow at the North Browns Station Road Grade Crossing Grade Crossing (US DOT# 913 234B).

(B) The scope of work also includes the Agency's installation of RXR pavement markings on the southbound lane at the North Browns Station Road Grade Crossing.

(3) FUNDING AND APPORTIONMENT OF COSTS: The Commission will reimburse the Agency 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 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 Agency to complete the installation, all in accordance with the detailed plan and detailed cost estimate developed by the Agency 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 Agency shall prepare and submit to the Commission a detailed plan and detailed cost estimate for the work as described in Section 2(A) "Scope of Work: of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the North Browns Station Road Grade Crossing, which was conducted on April 29, 2013, 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 Agency 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 Agency shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Agency, the Commission will withhold an amount of five percent (5%) of the final payment to the Agency. Such five percent (5%) payment will not be provided to the Agency until after a final audit has been performed by the Commission.

(8) INSTALLATION:

(A) The Agency, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order, pursuant to Section 389.610, RSMo, approving the project, 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 Agency 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 Agency 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 Agency elects to perform this work by means of a contractor paid under a contract let by the Agency, then the Agency shall obtain the prior written approval of the contract from the Multimodal Operations Division Director.

(10) MAINTENANCE AND OPERATION: The Agency shall operate and maintain the warning devices described in Subsection 2(A) at the Agency'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.

The Agency shall maintain the corrugated metal pipe and the interim STOP signs that it installs in accordance with Subsection 2(B) of this Supplemental Agreement, using the Agency's own funds.

The Agency shall remove the interim STOP signs immediately after the Agency has constructed the new active warning devices described in Subsection 2(A) and placed them in service, as described in Subsection 2(B) of this Supplemental Agreement.

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

(12) PAYMENT PROVISIONS: Upon receipt of the Agency's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Agency with State and Federal funds pursuant to 23 USC 130, for one hundred percent (100%) of the costs incurred by the Agency for its work as described in Subsection 2(A) of this Supplemental Agreement. If audit reveals that the Agency has been overpaid, the Agency will immediately refund to the Commission such overpayment. If audit reveals that the Agency has been underpaid, the Commission will reimburse the Agency for such underpayment.

(13) AUDIT OF RECORDS: The Agency 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.

(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 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 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 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 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 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 Agency. These apply to all solicitations either by competitive bidding or negotiation made by 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 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 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 Agency is in the exclusive possession of another who fails or refuses to furnish this information, 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 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 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 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 Agency will take such action

with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, 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 Agency 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 Agency 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 Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(23) ASSIGNMENT: The Agency 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 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 Agency 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 Agency.

(28) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below. Agency has executed this Agreement pursuant to Ordinance No. _____ of the City of Columbia, MO, which was approved on the ____ 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

Michelle Teel
Multimodal Operations Division Director

By _____

Mike Matthes

ATTEST:

City Manager _____

Commission Secretary

ATTEST:

APPROVED AS TO FORM:

By _____

Senior Administrative Counsel

Sheela Amin

City Clerk

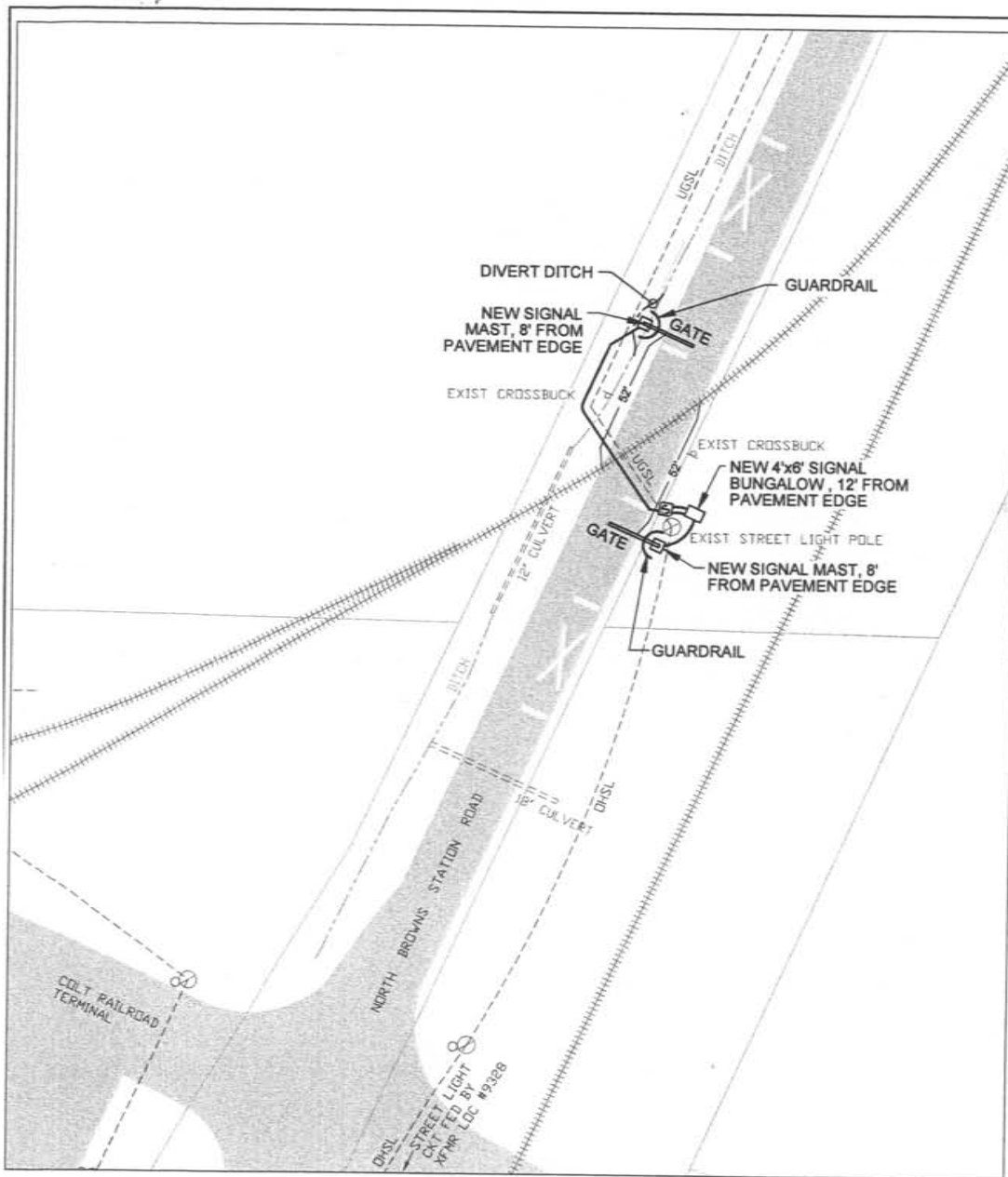
APPROVED AS TO FORM:

By _____

Nancy Thompson

City Counselor _____

Ordinance No. _____



SITE MAP

NOT TO SCALE



NOTES:

1. FINAL DECISIONS TO BE DETERMINED IN FIELD
2. DIVERT DITCH AROUND NW MAST
3. MASTS PROTECTED BY HALF-CIRCLE GUARDRAILS
4. SIGNAL BASES 8 FT FROM EDGE OF ROAD
5. WIRING TO BE PLACED IN 4" PVC CONDUIT
6. ELECTRONIC BELL TO BE PLACED ON SE MAST
7. 2 LED LIGHTS IN EACH DIRECTION PER MAST
8. 2 GATES
9. SIGNAL SYSTEM SHALL BE EQUIPPED WITH AN S&C XING CONTROL BYPASS SWITCH TO BE MOUNTED IN A WEATHERPROOF LOCKABLE BOX ON THE OUTSIDE OF THE BUNGALOW.

CONTACT:

DAVID SPRAGUE, C.O.L.T. RAILROAD
823-8390, CELL
441-5562, OFFICE

EXHIBIT 1

SCALE	1" = 40'	DATE	8/30/13	TITLE	SIGNAL PLAN N BROWN STATION ROAD 193 234B MP 140.1
DRAWN	RC				
ENGINEER	DHC				
ISSUED					
APPROVED					
FOREMAN					
REVISED					
COLUMBIA TERMINAL RAILROAD COLUMBIA, MISSOURI				FILE NO. CIP-	SHEET 1 OF 1
				MAP REF. 3-7-L	ISSUE 1

Exhibit 2

Cost Estimate

Columbia Terminal Railroad

North Browns Station Rd (913 234B) Signal Upgrade

Engineering and print development	\$ 5000
Masts with gates, LED's and crossbucks	\$ 22,000
LED Flasher light sets	\$ 14,000
Bell	\$ 2,200
Gate masts and case installation	\$ 19,000
4 x 6 Signal bungalow and circuitry	\$ 37,000
XCBS bypass	\$ 2,000
Batteries	\$ 3,300
Commercial meter drop	\$ 7,700
Conduit and cable	\$ 6,000
Insulated joints	\$ 3,000
Dirt work and boring under road	\$ 11,000
Total	\$ 132,200

EXHIBIT

3

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this
affidavit, who being by me duly sworn, 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 _____ of _____, and I am duly authorized,
Title Business name
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 shall 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 U.S.C. § 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 day and year first above-written.
City (or county) State

Notary Public

My commission expires:

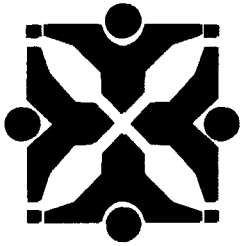
[Documentation of enrollment/participation in a federal work authorization program attached]

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]*



Source: Water & Light 

Agenda Item No:

To: City Council
From: City Manager and Staff 

Council Meeting Date: Oct 21, 2013

Re: Bid Call - Active Warning Device upgrades at the Columbia Terminal Railroad's crossing with North Browns Station Road.

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with the Missouri Highway and Transportation Commission and issue a bid call through the Purchasing Division for the installation of new active warning devices at the Columbia Terminal Railroad's crossing with North Browns Station Road. The improvements will allow MoDOT to reimburse 100% of the cost required. Total project cost is estimated to be \$132,200. Water and Light will initially pay for the project and with the reimbursement from MoDOT, the final cost to Water and Light and the COLT is estimated to be \$0.00.

DISCUSSION:

The Missouri Department of Transportation (MoDOT) has offered to pay the cost to install new active warning devices at North Browns Station Road. MoDOT has offered to reimburse 100% of the cost required.

The North Browns Station Road crossing currently does not have active warning devices. This project will install single mast lights with gates. The Missouri Highway and Transportation Commission will reimburse COLT for 100% of total cost which is estimated at \$132,200. Final cost to COLT is estimated to be \$0.00.

Council has previously authorized the City Manager to execute a master agreement with the Missouri Highway and Transportation Commission to participate in the program to improve highway-rail crossings. In order to accept the offered project, the City Manager needs to execute a supplemental agreement to the master agreement. This process has been done several times in the past with the latest being the relocation of warning devices at College Ave.

Staff requests approval of an ordinance authorizing the City Manager to execute an agreement with the Missouri Highway and Transportation Commission and a bid call through the Purchasing Division for new Active warning devices at North Browns Station Road.

FISCAL IMPACT:

The electric utility will advance funds to COLT in anticipation of reimbursement. MoDOT will reimburse COLT for 100% of total cost which is estimated at \$132,200. While COLT will initially pay for the project, with the reimbursement from MoDOT, the final cost to COLT is estimated to be \$0.00. Upon reimbursement from MoDOT, COLT will return the advance to the electric utility.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

SUGGESTED COUNCIL ACTIONS:

Staff recommends Council approve the ordinance authorizing the City Manager to execute a supplemental agreement with the Missouri Highway and Transportation Commission and issue a bid call through the Purchasing Division for the installation of new equipment at North Browns Station Road and the appropriations of funds.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	Yes
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$132,200.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	