

ORDINANCE NO. 4071

AN ORDINANCE OF THE CITY OF CLINTON REGARDING A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF CLINTON (CITY), THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (COMMISSION) AND MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC. (RAILROAD) PROVIDING FOR A RAIL CROSSING IMPROVEMENT PROJECT.

WHEREAS, the parties mutually desire to reduce hazards and promote safety at existing railroad crossings in the City of Clinton;

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

1. The Mayor is authorized to execute the Supplemental Agreement for Job No. RRP-000S(501), with the Commission and the Railroad.
2. The City commits to providing One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for the project.
3. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.
4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read the first time this 7th day of September, 2021.

Read a second time and passed this 21st day of September, 2021.



Greg Lowe, Presiding Officer

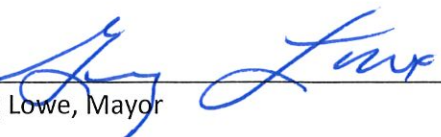
ATTEST:

Ayes - 7 Gene Henry, Roger House, Cameron Jackson, Carla Moberly, Rick Pereles, Becky Raysik, Daniel Wilson
Nays - 0
Absent - 1 Debbie Smith



Wendee Seaton, City Clerk





Greg Lowe, Mayor

CCO Form: MO66
Approved: 04/04 (BDG)
Revised: 05/18 (MWH)
Modified: 08/21 (MWH)

Various Routes
In Clinton
Henry County
Crossing No. Various
Job No. RRP-000S(501)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS
(CROSSING SURFACE IMPROVEMENT PROJECT)**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and the City of Clinton, Missouri (hereinafter, "Agency"), pursuant to the terms of a Master Agreement For Improved Warning Devices between the Railroad and Commission executed by the Railroad on April 29, 1993, and by the Commission on May 20, 1993.

WITNESSETH:

WHEREAS, the parties mutually desire to reduce hazards and to promote safety at existing public highway/rail grade crossings upon the Railroad's track within the State of Missouri and described in the "List of Affected Crossings" attached hereto and incorporated by reference in this agreement as Exhibit 1; and

WHEREAS, the parties agree that improving the existing crossing surfaces at each of the grade crossings described in Exhibit 1, in conformity with the provisions in this Agreement (which is collectively referred to herein as the "Crossing Surface Improvement Project", or "Project"), will promote public safety at the affected public highway/rail crossings without adversely affecting public necessity; and

WHEREAS, the Commission has approval from the Federal Highway Administration to use Federal grade crossing safety funds made available to the State pursuant to the provisions of Title 23 United States Code, Section 130 (23 USC § 130), to fund a portion of the Commission's share of the costs of this Crossing Surface Improvement Project; and the Commission may use additional State funds from the Grade Crossing Safety Account established under Section 389.612, RSMo, or from other available sources, to pay the remaining portion of the Commission's share of these program costs to be apportioned in accordance with this Agreement;

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 Supplemental Agreement is to establish the respective responsibilities of the parties with reference to the design, construction, cost apportionment, funding, completion, operation and maintenance of the safety

improvements proposed for the Crossing Surface Improvement Project, and all other matters relating to this Project, as described in this document.

(2) SCOPE OF WORK: The scope of work to be performed pursuant to this Agreement shall consist of the Railroad's installation of new concrete panel crossing surfaces at each of the public highway/rail grade crossings listed in Exhibit 1. This installation shall be in conformity with all applicable requirements of the Commission's rules and the Manual on Uniform Traffic Control Devices, 2009 edition (MUTCD), published by the Federal Highway Administration.

(3) FUNDING AND APPORTIONMENT:

(A) The Agency shall pay to the Railroad a lump sum amount of One Hundred Thousand Dollars (\$100,000) as the Agency's sole financial contribution to this Project.

(B) The Commission will reimburse the Railroad for ninety percent (90%) of the eligible costs of the work described in Sections (2) and (5) of this Supplemental Agreement. Said 90% apportionment applied to the eligible costs of the work LESS the lump sum amount paid by the Agency as described in Subsection (3)(A) above.

(C) The Railroad shall assume responsibility for the remaining ten percent (10%) of the cost to install the safety improvements.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Sections (2) and (5), all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement.

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in Section (2) of this Supplemental Agreement, with reference to each grade crossing described in Exhibit 1. The detailed plan shall be attached to this Supplemental Agreement as Exhibit 2; the detailed cost estimate shall be attached as Exhibit 3; and both Exhibits 2 and 3 shall be incorporated by reference in this Supplemental Agreement. Exhibits 2 and 3 shall be prepared in accordance with the provisions below---

Instead of preparing detailed plans for each separate grade crossing included in this Project, the Railroad's detailed plans may consist of representative examples of the crossing surfaces to be improved pursuant to this Project. Instead of separately preparing a detailed cost estimate for each grade crossing described in Exhibit 1, the Railroad may prepare and submit a detailed cost estimate covering the entire project, which shall reasonably estimate the total costs of performing all of the work described in Section (2) and Section (5) of this Supplemental Agreement, with reference to all of the grade crossings described in Exhibit 1.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION: The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the work described in Section (2) of this Supplemental Agreement, with reference to all of the grade crossings described within Exhibit 1, no later than August 31, 2022; in accordance with the Commission's Administrative Order issued pursuant to Section 389.610, RSMo, approving this Project, and in accordance with the Master Agreement, the plan and estimate attached hereto, and the rules and regulations contained in 23 CFR Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in Section (2) and in Section (5) of this Supplemental Agreement using its own forces, or the Railroad may accomplish this work, or any portion thereof, by using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 CFR Part 140 Subpart I and Chapter 34 RSMo. Relevant provisions of 23 CFR and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the crossing surfaces described in Section (2) at the Railroad's expense as long as it operates trains through the crossing; or until the crossing is abandoned, closed, or for any reason the maintenance of the crossing surfaces becomes unnecessary.

(10) PAYMENT PROVISIONS:

(A) The Agency shall make a lump sum payment to the Railroad of One Hundred Thousand Dollars (\$100,000) within sixty (60) days after it has received a notice of completion of the project, such notice to be provided by either the Railroad or Commission.

(B) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to 23 USC 130, for ninety percent (90%) of the costs incurred by the Railroad for its work as described in Section (2) and Section (5) of this Supplemental Agreement. The Railroad's final statement of costs shall clearly indicate that the Commission's apportionment is 90% of the total project costs LESS the lump sum payment made by the Agency described in Subsection (10)(A) above. If an audit reveals that the Railroad has been overpaid, the Railroad shall immediately refund the Commission for such overpayment. If an audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(C) The Commission shall reimburse the Railroad within sixty (60) days after it has received Railroad's progressive invoices, and within one hundred twenty (120) days after it has received the Railroad's final invoice and statement of costs (which shall be conspicuously marked "FINAL"), for the actual costs incurred by the Railroad for eligible work performed in accordance with this Agreement. If the Commission disputes any invoice, the Commission shall pay the Railroad any undisputed amount within sixty (60) days of receipt of the invoice and, within thirty (30) days after receipt of the invoice, notify the Railroad of the disputed amount and request supporting documentation to verify the accuracy of the invoice. The Commission shall thereafter pay the Railroad any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

(11) PUBLIC NOTICE AND PROCEDURES FOR REGULATORY APPROVAL OF PROJECT:

(A) The Commission will prepare and display written public notices of this Project in accordance with the written "Procedures to Construct, Alter or Abolish a Public Highway/Rail Grade Crossing or Grade Separation Structure With Section 130 and/or GCSA Funds," which were approved by the Commission on July 7, 2003, (hereinafter, the "Uncontested Case Procedures"), as provided in § 621.040(2), RSMo Supp. 2002. Accordingly, the Commission will cause these public notices to be posted and conspicuously displayed to the public in accordance with those Uncontested Case Procedures, in a publicly accessible location at the MoDOT District Headquarters for each MoDOT district in which is located one or more of the grade crossings described in Exhibit 1.

(B) Subject to the specific provisions in this Supplemental Agreement, and except as otherwise ordered by the Administrative Hearing Commission or a court having jurisdiction in the matter, the Commission will pursue the regulatory approval of this project in accordance with the applicable provisions of the Uncontested Case Procedures—except that the Commission and the Railroad agree that, under the circumstances of this Project, it is not necessary to perform a diagnostic inspection and field review of each grade crossing affected by this Project.

(12) AGENCY OBLIGATION: In addition to the lump sum payment described in Subsection (3)(A) and Subsection (10)(A) of this Supplemental Agreement, the Agency hereby agrees to cooperate in the handling of traffic during the work described in Section (2).

(13) 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 Supplemental Agreement.

(B) The Agency will require any contractor procured by the Agency to work under this Supplemental Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); 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 Commission, and the Missouri Department of Transportation and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$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 Supplemental Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) 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, the Railroad affirms 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.

(15) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS:

This Supplemental Agreement is made subject to approval of the proposed Project 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 section 389.610, RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety, and will not adversely affect public necessity. The Railroad and the Agency each consents that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

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

(A) Civil Rights Statutes: The Railroad and 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 Department or the Commission, they 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 United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and 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 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 all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad and 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 United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

(G) Incorporation of Provisions: The Railroad and Agency shall include the provisions of Section 16 of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad and 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 Railroad and Agency become involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the United States to enter into such litigation to protect the interests of the United States.

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

(18) BUY AMERICA: The Railroad agrees to abide by the provisions of the Buy America requirements of the 49 CFR Part 661.

(19) AMENDMENTS:

(A) The List of Affected Crossings attached to this Supplemental Agreement as Exhibit 1 contains a description of each of the existing grade crossings located on the Railroad's system within this State, which, to the best of the Commission's knowledge, information and belief are proposed for improvement pursuant to this Project. The Commission, the Railroad and the Agency acknowledge and agree, however, that further investigation or other additional information obtained during the implementation of this Project might reveal that one or more of the grade crossings included in Exhibit 1 are not suitable for improvement in the manner proposed by this Supplemental Agreement, or that one or more additional crossings not originally included in Exhibit 1 are suitable for and should be included in this Crossing Surface Improvement Project. Therefore, the Commission, the Railroad and the Agency agree that, after the execution of this Supplemental Agreement, the representatives of the Commission, the Railroad and the Agency shall be authorized to amend the List of Affected Crossings (Exhibit 1) by the addition and deletion of specific grade crossings, based on updated information available at the time of such revisions. Notwithstanding any provision in subsection (19)(B) of this Supplemental Agreement to the contrary, each Amended List of Affected Crossings, shall be deemed to be an authorized replacement and substitute for the original List of Affected Crossings attached to this Supplemental Agreement as Exhibit 1; and the most recent Amended List of Affected Crossings shall be deemed to be incorporated by reference in this Supplemental Agreement, and shall thereby amend the provisions of this Supplemental Agreement accordingly.

(B) Except as provided in Subsection (19)(A) of this Supplemental Agreement, the Railroad, the Commission and the Agency shall modify or supplement this Supplemental Agreement only by the execution of a formal contract amendment, which is signed and approved by the duly authorized representatives of the Railroad Commission and Agency.

(20) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

(21) ASSIGNMENT: The Railroad and Agency shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission.

(22) LAW OF MISSOURI TO GOVERN: This Supplemental Agreement shall be construed according to the laws of the State of Missouri.

(23) 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.

(24) CANCELLATION: The Commission may cancel this Supplemental Agreement at any time for a material breach of contractual obligations by providing the Railroad and Agency with written notice of cancellation. Should the Commission exercise its right to cancel the Supplemental Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

(25) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. 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 Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(26) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in Subsection 2(A) or Section (5), the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(27) AUTHORITY TO EXECUTE: The signers of this Supplemental 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 Supplemental Agreement.

(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 Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. 4071, of said Agency, approved on the 21st day of September, 2021.

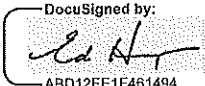
Executed by Railroad on 2021-09-27 | 2:52 PM CDT (DATE).

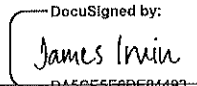
Executed by Agency on 2021-09-27 | 2:55 PM CDT (DATE).

Executed by Commission on 2021-09-29 | 9:29 AM CDT (DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

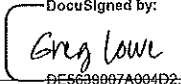
By 
Name Ed W. Hassinger
Title Chief Engineer

By 
Name James Irvin
Title President

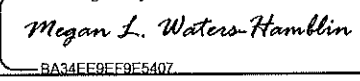
ATTEST:

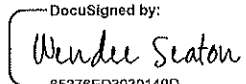
CITY OF CLINTON, MISSOURI


Commission Secretary

By 
Name Greg Lowe
Title Mayor

APPROVED AS TO FORM:


Senior Administrative Counsel

By 
Name Wendee Seaton
Title City Clerk/Finance Officer

Ordinance No. 4071

Missouri and Northern Arkansas

10 Clinton Crossings / Clinton, Missouri - Using Concrete Panels By Request

Dot#: VARIOUS Southern Region Railroad: 21MNAR

Crossing Rehab on Crossing DOT #s:									
411266U	411267B	411264F	411263Y	411262S	411268H	411269P	411270J	411275T	672322T

Crossing Surface Labor & Materials	\$1,179,200.00
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Removal and full replacement of crossing surface using concrete panels, disposal of waste
**Project to be bid to qualified contractor and approved by MNAR and MODOT prior to awarding contracts/project*

Signal Project Management & Engineering	\$10,000.00
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Drawings, Design, Lay-out, Engineered Circuit Design, Accounting, Legal, Administrative

Flagging Services & EIC Services	\$10,000.00
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Estimate for vehicular traffic flagging during construction when required

Total Project Cost Estimate	\$1,199,200.00
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Date: 5/21/2021

Responsible Party

Greg Feyerabend (GM) / Dale Hanshaw (VP of Engineering)

Note: Estimate was prepared based upon current site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known to railroad as of the date prepared. The actual cost of railroad work may vary, or differ, based upon the Agency's requirements, their contractors' work procedures and/or other conditions that become apparent once construction commences and during the progression of work. If extended time lapses from the date of this estimate, the railroad reserves the right to update this estimate to current prices and costs, as needed. The Agency shall approve any such price/cost adjustments before any work by the railroad will commence or continue.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Florida)

) ss.
COUNTY OF Duval)

On the 29 day of July, 2021, before me appeared (Affiant's name:) James Irvin, 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:) President of the **MISSOURI & NORTHERN ARKANSAS RAILROAD CO**, 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.

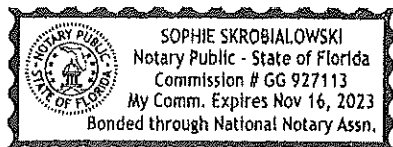
I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

James E Irvin
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: November 16, 2023





Company ID Number: 704232

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Missouri & Northern Arkansas Railroad (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 704232

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Missouri & Northern Arkansas Railroad	
Sara Montgomery Name (Please Type or Print)	Title
Electronically Signed Signature	08/21/2013 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	08/21/2013 Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Missouri & Northern Arkansas Railroad
Company Facility Address:	425 E. Southlake Blvd
	Southlake, TX 76092
Company Alternate Address:	514 N. Orner
	Carthage, MO 64836
County or Parish:	TARRANT
Employer Identification Number:	431624703



Company ID Number: 704232

North American Industry Classification Systems Code:	482
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Sara Montgomery	Fax Number:	(817) 488 - 0825
Telephone Number:	(817) 527 - 4928		
E-mail Address:	sara.montgomery@gwrr.com		