

BILL NO. 2019-032

ORDINANCE NO. 8279

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF NEVADA, MISSOURI WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

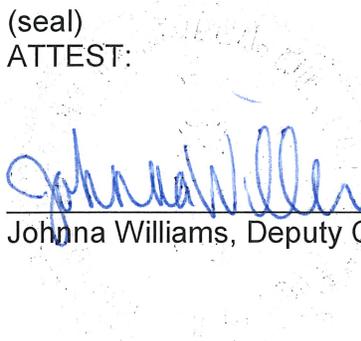
Section 1. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

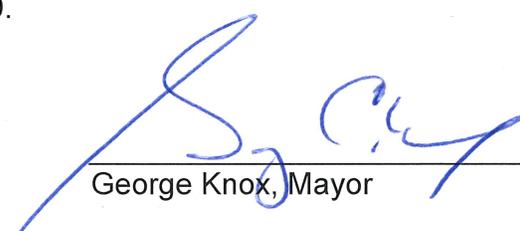
Section 3. The ordinance shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 20th day of August, 2019.

(seal)
ATTEST:




Johanna Williams, Deputy City Clerk



George Knox, Mayor

AGENDA ITEM
August 15, 2016

Subject: Hickory Street Railroad Crossing

Department: Administration

The Missouri Northern Arkansas Railroad (MNA) and the Missouri Highway and Transportation Commission (MHTC) have scheduled improvements to the Hickory Street Railroad crossing. These improvements include new flashing light signals and gates, new concrete crossing surface and painted stop lines on each side of the crossing.

The City's portion is to assist with traffic control during the construction project. This Project is 100% funded by the Commission with no financial obligation to the city.

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

Hickory St
In Nevada
Vernon County
Crossing No. 443 140B
Job No. RRP-000S(564)

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

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and the City of Nevada, 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 installation of various safety improvements appears to be warranted at an existing public highway/rail grade crossing in Nevada, Missouri, where Hickory Street intersects Railroad's tracks at a point known as DOT Crossing #443 140B (hereinafter the "Hickory St 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; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on October 24, 2018, 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 Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the Hickory St Grade Crossing (hereinafter, the "Project")

(2) SCOPE OF WORK: The scope of work includes the Railroad's performance of the following work:

(A) Install new flashing light signals and gates with one pair of sidelights in the northeast quadrant-all with LED lights; two audible bells, circular guardrails around each signal mast and a new signal bungalow with redundant constant warning time circuitry.

AGENCY ORIGINAL

(B) Install a new concrete crossing surface on the east track of the crossing. In conjunction with this surface installation raise the east track in order to provide a more level ride through the crossing.

(C) Install painted stop lines on each side of the crossing.

All of the preceding work to be performed at the Hickory St Grade Crossing (US DOT# 443 140B).

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in Section (2) and Section (5) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Section (2) and Section (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 "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the Hickory Street Grade Crossing, which was conducted on October 24, 2018 and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit 1; the Detailed Cost Estimate shall be attached as Exhibit 2; and both Exhibits 1 and 2 shall be incorporated by reference in this Supplemental Agreement.

(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 and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving this Project, shall furnish all labor and material and complete the work described in Section (2) in accordance with the Master Agreements, and in accordance with 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 with its own forces, or may perform the work using a contractor paid under a contract let by the Railroad in compliance with

provisions of 23 C.F.R. Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Relevant provisions of 23 C.F.R. and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in Subsection 2(A) at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

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

(11) PAYMENT PROVISIONS:

(A) 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 one hundred percent (100%) of the costs incurred by the Railroad for its work as described in Section (2) and Section (5) of this Supplemental Agreement. 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.

(B) 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.

(12) AGENCY OBLIGATION: The Agency hereby agrees to cooperate in the handling of traffic during all of 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, 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.

(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 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: Any change in this Supplemental 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.

(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 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. The Railroad and Agency shall comply with all local, state and federal laws and regulations relating to the performance of this Supplemental Agreement.

(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 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 Section (2) 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.

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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. 8279, of said Agency, approved on the 20th day of August, 20 19.

Executed by Railroad this 12th day of July, 20 19.

Executed by Agency this 20th day of August, 20 19.

Executed by Commission this 17 day of September, 20 19.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By Eric Schuster
Title Assistant Chief Engineer

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC.

By James E. Irwin
Name James E. Irwin
Title President

ATTEST:

Victoria McElwaine

ASSISTANT Commission Secretary

CITY OF NEVADA, MISSOURI

By [Signature]
Title City Manager

APPROVED AS TO FORM:

[Signature]
Senior Administrative Counsel

By (Attest): Johnna Williams
Title Deputy City Clerk

By _____
Title _____

City Ordinance # 8279

RR NORTH TO PLEASANT HILL

RR SOUTH TO M.P. 523.0

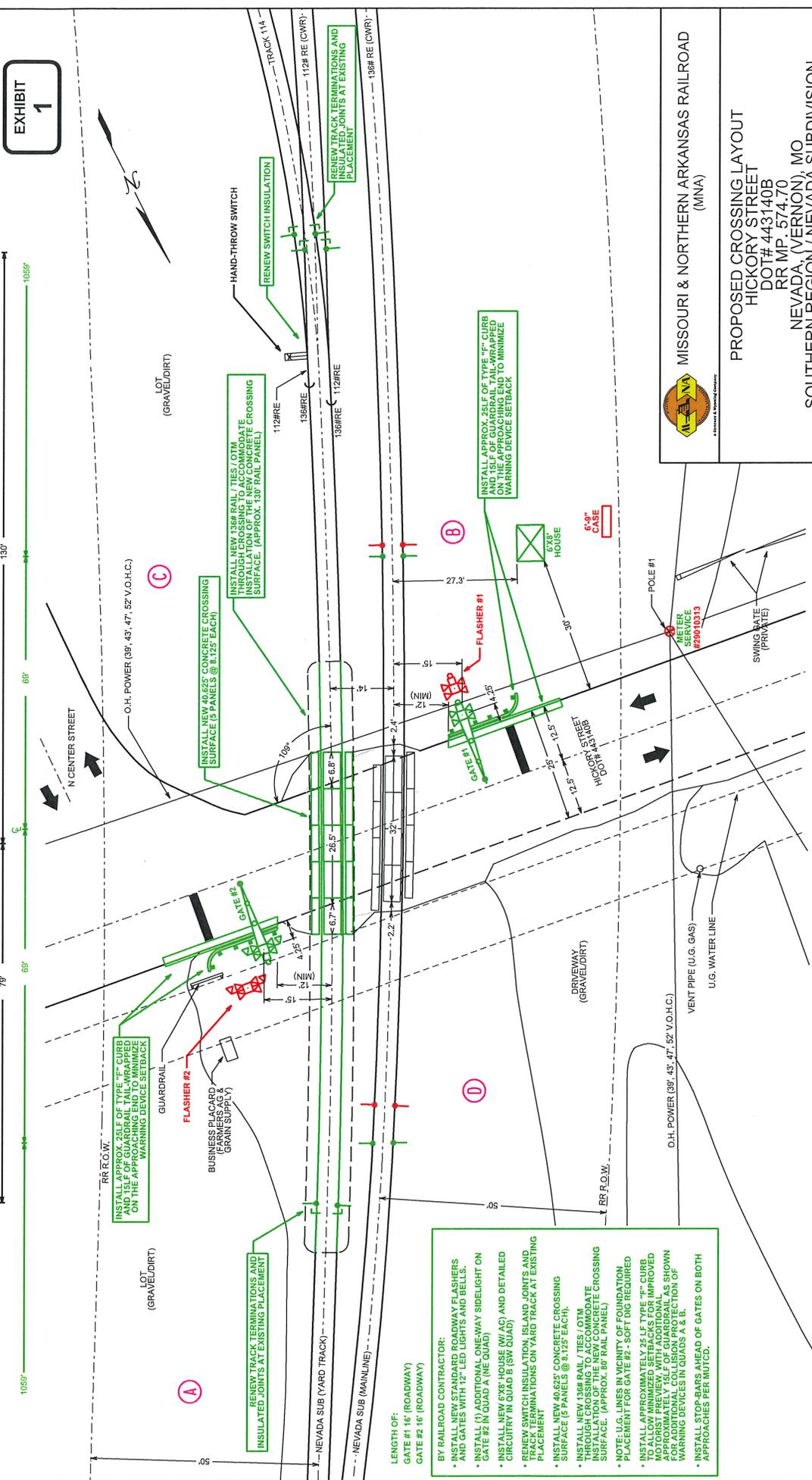
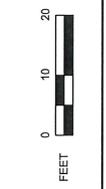


EXHIBIT 1

MISSOURI & NORTHERN ARKANSAS RAILROAD (MNA)		
PROPOSED CROSSING LAYOUT HICKORY STREET DOT# 443140B RR MP. 574.70 NEVADA, (VERNON), MO SOUTHERN REGION / NEVADA SUBDIVISION		
DRAWN BY MJP	M.P. LOC 574.70	SCALE 1"=20'
CHECKED BY TJF	VAL. MAP N/A	DATE 05/06/19
FILE NO. 443140B.H01	DWS. NO. 57470	

FOR REFERENCE ONLY
 ALL DIMENSIONS ARE THE RESPONSIBILITY OF THE DESIGN/BUILD VENDORS
PRELIMINARY
 ALL DIMENSIONS ARE THE RESPONSIBILITY OF THE DESIGN/BUILD VENDORS
 SUBJECT TO CHANGE



LEGEND

■	NEW WORK BY RAILROAD FORCES
■	NEW WORK BY ROADWAY FORCES
■	TO BE REMOVED

BY RAILROAD CONTRACTOR:

- INSTALL NEW STANDARD ROADWAY FLASHERS AND GATES WITH 12" LED LIGHTS AND BELLS.
- INSTALL (1) ADDITIONAL ONE-WAY SIDELIGHT ON GATE #2 IN QUAD A (NE QUAD).
- INSTALL NEW 6'X8" HOUSE (NW/AC) AND DETAILED CIRCUITRY IN QUAD B (SW QUAD).
- RENEW SWITCH INSULATION, ISLAND JOINTS AND TRACK TERMINATIONS ON YARD TRACK AT EXISTING PLACEMENT.
- INSTALL NEW 40,625' CONCRETE CROSSING SURFACE (6 PANELS @ 8'125' EACH).
- INSTALL NEW 136# RAIL / TIES / OTM THROUGH CROSSING TO ACCOMMODATE INSTALLATION OF THE NEW CONCRETE CROSSING SURFACE. (APPROX. 80' RAIL PANEL).
- NOTE: U.G. LINES IN VICINITY OF FOUNDATION PLACEMENT FOR GATE #2 - SOFT DIG REQUIRED.
- INSTALL APPROXIMATELY 25 LF TYPE "F" CURB APPROXIMATELY 15' FROM THE APPROACHING END TO MINIMIZE MOTICROSS PREVIOUS WEAR PAGES FOR IMPROVED APPROXIMATELY 15' OF GUARDRAIL AS SHOWN ON THE APPROACHING END TO MINIMIZE WARNING DEVICES ON QUADS A & B.
- INSTALL 8" SPAN BARS AHEAD OF GATES ON BOTH APPROACHES PER MITTED.

109089

Force Account Estimate

OOM

Railroad:	Missouri & Northern Arkansas Railroad Company	Region:	MIDWEST
Agency:	MoDOT	State:	MO
DOT #:	443140B	COUNTY:	Jasper
ROADWAY:	Hickory St	CITY:	Nevada
DESCRIPTION:	Install new flashing light signals and gates with one pair of sidelights in the northeast quadrant-all with LED lights; two audible bells, circular guardrails around each signal mast and a new signal bungalow with redundant constant warning time circuitry; raise east track and install new concrete 40' crossing surface		
AGENCY PROJECT NUMBER:	RRP-000S(564)	ESTIMATE SUBJECT TO REVISION AFTER:	09/17/19

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$ 16,000
Subtotal	\$ 16,000

CONSTRUCTION & CLOSEOUT:

Contracted & Administrative Engineering Services	\$ 16,000
Subtotal	\$ 16,000

FLAGGING SERVICE:

Contracted or Railroad Flagmen Services	10 Days	\$ 10,000
Subtotal		\$ 10,000

UTILITY WORK:

Power Service	\$ -
Other	\$ -
Subtotal	\$ -

CONTRACT WORK:

Outside Services	\$ 15,000
Design & Labor & Material	\$ 150,000
Subtotal	\$ 165,000

RAILROAD TRACK:

Labor & Material	\$ -
Subtotal	\$ -

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material	\$ -
Subtotal	\$ -

PROJECT SUBTOTAL:

		\$ 217,000
Public Project Admin:	3.00%	\$ 6,510
Contingencies:	30.00%	\$ 65,100

PROJECT TOTAL:

	*****	\$ 288,610
CURRENT AUTHORIZED BUDGET:	*****	\$ -
TOTAL SUPPLEMENT REQUESTED:	*****	\$ 288,610

DIVISION OF COST:

Agency	100.00%		\$ 288,610
Railroad	0.00%		\$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: BPB	Approved by: BKH	Public Project Department
DATE: 03/21/19	REVISD: 03/21/19	DATE: 03/21/19



ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF FLORIDA)
) ss.
COUNTY OF Duval)

On the 7th day of MAY, 2019, 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 MISSOURI & NORTHERN ARKANSAS RAILROAD CO., INC. 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.

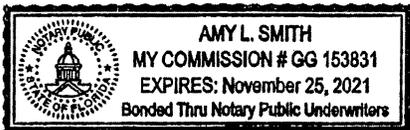
I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

James 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:





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

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		