

R.G.R.  
6/29/10

Res. # 17289

CCO Form: RR9  
Approved: 04/04 (BDG)  
Revised: 07/05 (BDG)  
Modified:

Schuster Road  
West of Levasy  
Jackson County  
Crossing No. 442 299S  
Job No. RRP-000S (296)

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

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the Union Pacific Railroad Company (hereinafter, "Railroad"), and the County of Jackson (hereinafter, "County"), pursuant to the terms of a Master Signal Agreement between the Railroad and Commission executed by the Railroad on August 20, 1980, and by the Commission on September 11, 1980, (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, the installation of grade crossing warning devices appears to be warranted at an existing grade crossing west of Levasy in Jackson County where Schuster Road intersects Railroad tracks (a crossing designated as DOT# 442 299S); and

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

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

(1) PURPOSE: The purpose of this Agreement is to provide for funding, installation, and maintenance of additional warning devices at this highway/rail crossing (herein after, "Project").

(2) SCOPE OF WORK: The scope of work includes the installation of flashing light (LED) signals and gates with redundant constant warning time circuitry, the installation of two audible bells, and the installation of new signal bungalow highway/rail crossing located on Schuster Road (DOT# 442 299S) by the Railroad at Commission's and Railroad expense.

(3) FUNDING: The Commission will reimburse the Railroad for eighty percent (80%) of the Railroad's cost to install the warning devices at Schuster Road.

**FILED**

JUN 29 2010

The Railroad will assume responsibility for the remaining twenty percent (20%) cost to install the warning devices at Schuster Road.

(4) COST OF PROJECT: The cost of the project will be the total monies expended by the Railroad to complete the installation of the active warning devices in accordance with the plan and cost estimate developed by the Railroad for this specific project and attached to this Agreement.

(5) PRELIMINARY WORK: The Railroad will prepare and submit to the Commission a plan and cost estimate for the work as described during the diagnostic field review conducted February 18, 2010, 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, 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: Upon receipt of notification from the Commission, the Railroad shall furnish all labor and material and complete the installation of active warning devices in accordance with the Master Agreement and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in the Federal-Aid Program Guide.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Railroad in compliance with the applicable provisions of 23 C.F.R. Chapter 1, Subchapter B, Part 140, Subpart 1. Said Title 23 Code of Federal Regulations (23 C.F.R.) is by reference made a part of this agreement to the extent of the applicable work.

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

(11) PAYMENT PROVISIONS: Upon receipt of the Railroad's statement in

relation to the work performed, the Commission will reimburse the Railroad for one hundred percent (100%) of the Commission's obligation which is eighty percent (80%) of the total Project cost at Schuster Road highway/rail crossing. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If the audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(12) COUNTY OBLIGATION: The County hereby agrees to cooperate with the handling of traffic during construction of the Project.

(13) 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 representation of the parties hereto.

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

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

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

(17) VENUE: It is agreed by the parties hereto that any actions 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.

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

(19) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this 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 representative 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.

(20) 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.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. \_\_\_\_\_, of said Agency, approved on the \_\_\_\_\_ day of 2010.

Executed by Railroad this 15<sup>th</sup> day of April, 2010.

Executed by County this 8 day of June, 2010.

Executed by Commission this 17 day of June, 2010.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

Brian C. Weiler by RPM  
Brian C. Weiler

Multimodal Operations Division Director

UNION PACIFIC RAILROAD  
COMPANY

By [Signature]  
Name John J. Hovancec

Title AVP ENGINEERING

COUNTY OF JACKSON

By [Signature]

Name \_\_\_\_\_

Title Michael D. Sanders  
County Executive

Approved as to Form  
[Signature]

APPROVED AS TO FORM:  
[Signature]  
COUNTY COUNSELOR

Resolution No: 17289

J:\zachem\agree\UP At-grade Schuster Road, 3-17-10.doc

ATTEST:  
[Signature]  
CLERK OF COUNTY LEGISLATURE

DATE: 2010-03-22

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
 BY THE  
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2010-09-20

DESCRIPTION OF WORK:

INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS  
 WITH GATES AT LEVASY, MO - SCHUSTER - N.P. 262.54  
 RIVER SUB - DOT #442299S  
 WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:  
 SIGNAL - FEDERAL - 80%  
 SIGNAL - RAILROAD - 20%  
 ESTIMATED USING FEDERAL ADDITIVES - 105.61%

PID: 68386 AWO: 04602 MP, SUBDIV: 262.54, RIVER  
 SERVICE UNIT: 04 CITY: LEVASY STATE: MO

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1397		1117	280	1397
LABOR ADDITIVE 105.61%			6528		5223	1305	6528
SIG-HWY XNG			4821		3856	965	4821
<b>TOTAL ENGINEERING</b>			<b>12746</b>		<b>10196</b>	<b>2550</b>	<b>12746</b>
SIGNAL WORK							
BILL PREP			900		720	180	900
LABOR ADDITIVE 105.61%			21395		17096	4299	21395
METER SERVICE				1500	1200	300	1500
PERSONAL EXPENSES				10500	8400	2100	10500
ROCK/GRAVEL/FILL				5500	4400	1100	5500
SALES TAX				1349	1079	270	1349
SIGNAL			19334	33746	42464	10616	53080
TRANSP/IB/OB/RCLW CONTR				3071	3096	775	3071
<b>TOTAL SIGNAL</b>			<b>41629</b>	<b>56466</b>	<b>78455</b>	<b>19640</b>	<b>98095</b>
TRACK & SURFACE WORK							
ENVIRONMENTAL				1		1	1
<b>TOTAL TRACK &amp; SURFACE</b>				<b>1</b>		<b>1</b>	<b>1</b>
LABOR/MATERIAL EXPENSE							
			54375	56467			
RECOLLECTIBLE/UPRR EXPENSE					80651	22191	
ESTIMATED PROJECT COST							110842

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

## WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

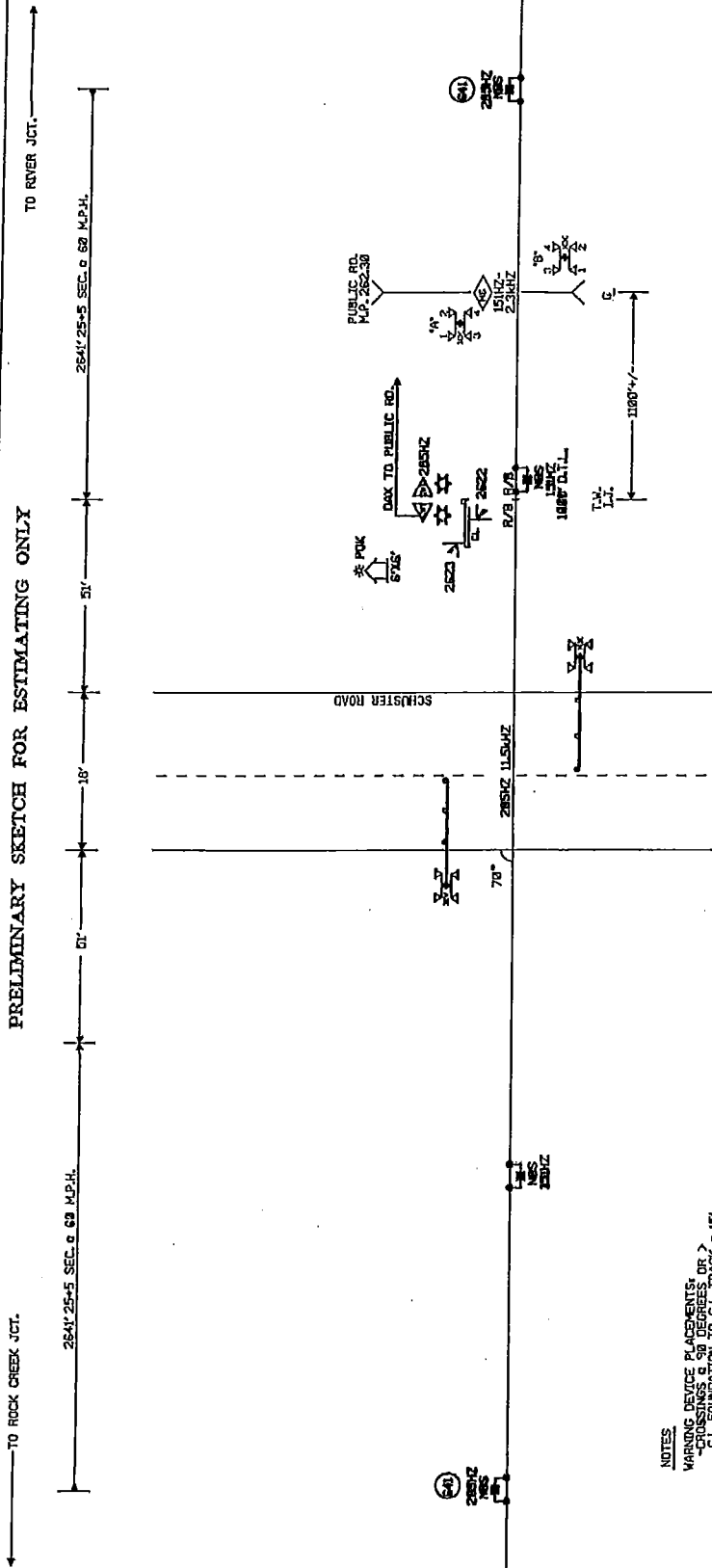
RAILROAD: UPRR CO.  
 LOCATION: LEVASY, MO, SCHUSTER ROAD  
 DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 68386  
 A.W.O. NO: 04682  
 W.O. NO:  
 B.I. NO: 10EN10  
 STATE: MO  
 VAL SEC: 2312

## ----- STOCK MATERIAL PLAN -----

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
09010800	CABLE SPLICING KIT, N-2	28.57	2	EA	57
09844170	GROUND ROD, 5/8 INCH X 8 FEET	7.82	4	EA	31
09846750	GRND. ROD CONN. 4WAY ONESHOT.	5.16	4	EA	21
09908640	WIRE, #6 AWG. 1 COND. COPPER, SOLID	0.31	100	LF	31
09913200	WIRE, #6, 5 COND 500' ROLL SHIELDED	3.20	500	LF	1600
09930550	WIRE #10 AWG 1 COND COPPER, STRAN	0.18	500	LF	90
09946100	WIRE #14, 7 CND 500' ROLL SHIELDE	1.36	1500	LF	2040
17061400	PADLOCK, SIGNAL, WITHOUT KEY, AMERIC	15.07	4	EA	60
52005700	BOND WIRE, 7 STRANDS 100 LF. ROLL	0.76	100	LF	76
52019530	ENCLOSURE, SHUNT, POLE MOUNTED. 24X2	173.46	2	EA	347
52021550	FOUNDATION, 4', STEEL, FOR FL SHR/GAT	300.32	2	EA	601
52028420	LIGHTNING ARRESTOR, CLR-COMM TAB 3	6.99	6	EA	42
52042650	POST, MOUNTING, FOR SHUNT HOUSING	19.41	4	EA	78
52070010	TERMINAL, #12-10 WIRE, RING TONGUE	0.13	150	EA	20
52072280	TERMINAL BLOCK, SIGNAL 2 POST BAK	3.75	4	EA	15
52108120	LED FL/GATE ASSY. 2 WAY LIGHTS	7086.41	2	EA	14173
52109370	GATE ARM, ADJ. 16-32'	456.87	2	EA	914
52122140	HIGH WIND BRACKET 5" OR 4"	63.99	2	EA	128
52136470	SHEAR PIN, SK-1000-1	5.50	2	EA	11
52200300	EVENT ANALYZER RECORDER (SEARIII)	2019.51	1	EA	2020
52232000	COUPLER, BI. DIR. 62664-285HZ TAB627	898.39	2	EA	1797
52258590	NBS, TAB 641, 62775-1543	405.76	1	EA	406
52267200	TRANSCEIVER MODULE. FOR GCP 4000	2904.15	2	EA	5808
52276150	SS XING CONTROLLER MODULE FOR GCP	1641.30	2	EA	3283
53954500	180429-000 BOOTLEG KIT	49.79	2	EA	100
TOTAL					33,749

PRELIMINARY SKETCH FOR ESTIMATING ONLY



- NOTES
1. BUNE ANY, ALL SIGNAL EQUIPMENT, AND REARTE 007-4009 ORDERED WITH V.A.O. # 2788 AND 1-SEMIALL FOR 02-4-8888
  2. 151 KZ NBS, D.T.L. AND DAX RELAY FOR PUBLIC RD. ORDERED ON V.A.O. # 82788L

- NOTES
- WARNING DEVICE PLACEMENTS:
    - CROSSINGS 5 3/8 DEGREES OR >
    - C.L. FOUNDATION TO C.L. TRACK = 15'
    - CROSSINGS > 90 DEGREES
    - TIP OF GATE TO C.L. TRACK = 12'
    - EDGE OF ROAD TO C.L. FOUNDATIONS MIN. 8'3" WITHOUT CURB
    - HOUSE C.L. TO NEAR RAIL 25' MIN. TO NEAR RAIL 38' MIN. TO EDGE OF ROAD
  - ◇ = CONSTANT WARNING BI-DIRECTIONAL
  - ◇ = CONSTANT WARNING UNI-DIRECTIONAL
  - ◇ = MOTION SENSOR
  - 4" X 48' CONDUIT
  - LIGHTS: LED LIGHTS
  - xx = BELL
  - ( ) = GUARD RAIL
  - ▬ = RETAINING WALL
  - ☆ = GCP TO OPERATE IN SENSITIVE DIRECTIONAL MODE USE TAB 627 COUPLER.

NOTES: SHUNT NO LESS THAN 1000' FROM INSULATED JOINTS

YELLOW IN  
RED OUT

WIS ← ○ → EMO

JOB REF. # 6252		UNION PACIFIC RAILROAD		Sh. 1.
PID# 60386	DATE 255	LEVASTY, MISSOURI		DOT 402785
LABOR ADD	DATE 040	SCHUSTER ROAD		NO 262.54
	AFE 64682	RIVER SUBDIVISION		DA 10000026142

Missouri  
Department  
of Transportation



105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 751-2551  
Fax (573) 751-6555  
www.modot.org

Pete K. Rahn, Director

June 18, 2010

Mr. Jerry A. Page, P.E.  
Director, Department of Public Works  
303 W. Walnut St.  
Independence, MO 64050

Mr. Jerry Page:

I have enclosed copies of the supplemental agreement, and administrative order for your record of the proposed planned safety improvement project to install active warning devices at Schuster Road (DOT# 442 299S). This Order will become effective on **June 18, 2010**. This project must be completed by **December 30, 2010**. The listed scope of work was agreed upon by all parties the date of the diagnostic review meeting, which was February 18, 2010.

Thank you for your continued cooperation in the improvement of highway/rail crossings. If you have any questions, or if I can be of assistance, please contact me at my office phone (573) 751-6595, or my cell phone at (573) 291-4792.

Sincerely,

Donald R. Schwartze  
Railroad Safety Specialist

RECEIVED JUN 23 2010



Missouri  
Department  
of Transportation



105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 751-2551  
Fax (573) 751-6555  
[www.modot.org](http://www.modot.org)

Pete K. Rahn, Director

June 18, 2010

Mr. Dave McKernan  
Union Pacific Public Project Manager  
100 N. Broadway, Suite 1500  
St. Louis, Missouri 63102

Mr. Dave McKernan:

I have enclosed copies of the supplemental agreement, and administrative order for your record of the proposed planned safety improvement project to install active warning devices at Schuster Road (DOT# 442 299S). This Order will become effective on **June 18, 2010**. This project must be completed by **December 30, 2010**. The listed scope of work was agreed upon by all parties the date of the diagnostic review meeting, which was February 18, 2010. Please notify this in office in writing when the work has been completed.

At least five (5) days prior to beginning any fieldwork please notify District Utility Engineer, Robert Rhodes of our Lee's Summit, Missouri office via e-mail at [Roberet.Rhodes@modot.mo.gov](mailto:Roberet.Rhodes@modot.mo.gov) and Ms. Marisela Ward at [Marisela.Ward@modot.mo.gov](mailto:Marisela.Ward@modot.mo.gov) and District Construction Liaison James Bentley at e-mail [James.Bentley@modot.mo.gov](mailto:James.Bentley@modot.mo.gov) and copy me at [Donald.Schwartz@modot.mo.gov](mailto:Donald.Schwartz@modot.mo.gov). You are authorized to proceed following the five (5) day notice. Should you need to contact Robert Rhodes by telephone his office number is (816) 622-0459, Ms. Marisela Ward office number (816) 622-0458, and James B. Bentley office number (816) 622-6345.

Thank you for your continued cooperation in the improvement of highway/rail crossings. If you have any questions or if I can be of assistance, please contact me at my office phone (573) 751-6595, or my cell phone at (573) 291-4792.

Sincerely,

Donald R. Schwartz  
Railroad Safety Specialist



**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
ADMINISTRATIVE ORDER**

**SECTION 1. INTRODUCTION**

ORDER NUMBER: URO—10— 0011

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

**SECTION 2. PARTIES OF RECORD**

Local Road Authority	Railroad Corporation	Other Party or Parties of Record
Jackson County	Union Pacific Railroad Company (UP)	MoDOT – Multimodal Operations Division

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

USDOT Crossing Inventory Number 442 299S	Project Number RRP-000S (296)	Roadway Classification Local Rural Road
Route No. N/A	Street Name Schuster Road	<input type="checkbox"/> In <input checked="" type="checkbox"/> Near
City / Town / Village Levasy	County Jackson	Missouri
Railroad Union Pacific Railroad Company (UP)	RR Milepost 262.55	

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

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

Scope of Work	Apportionment of Work		Apportionment of Costs		
	Responsible Party	ORDERED DUE DATE	Responsible Party (Fund)	%	\$
The work consists of the installation of new flashing light signals and gates (LED), the installation of redundant constant warning time circuitry, the installation of two audible bells, the installation of two gate keepers, and the installation of a new signal bungalow Schuster Road (DOT# 442 299S) highway/rail crossing.	Union Pacific R.R	December 30, 2010	MHTC	80%	\$88,673.60
			90% Sec. 130 Funds \$79,806.24 10% GCSA Funds \$8,867.36		
			Union Pacific R.R.	20%	\$22,168.40
<b>Subtotal</b>					<b>\$110,842.00</b>
<b>Total estimated project costs:</b>					<b>\$110,842.00</b>

**AGENCY ORIGINAL**

**MHTC ADMINISTRATIVE ORDER**

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

**SECTION 5. APPROVAL OF PROJECT**

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

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

**SECTION 6. ADDITIONAL FINDINGS AND ORDERS**

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

1. Proceed with the construction and installation of the project in conformity with Section 4 of this Administrative Order. Each responsible party shall notify the MoDOT district area engineer where the project is located, not less than five (5) days before beginning field work.
2. Complete all required project work described in Section 4 of this order, not later than the Ordered Due Date stated above in Section 4 of this Administrative Order.
3. Submit written notice of completion of all assigned project work items to MoDOT's Railroad Administrator, not later than the ordered due date for completion of such work.
4. Maintain each device or other safety improvement as provided in Section 4 of this order.
5. Submit project final bills for all work reimbursable by MHTC as provided in Section 4 of this order, not later than eight (8) months after submission of notice of completion, or funds will no longer be available.

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

<p>Any interested party may file an application for review of this Administrative Order with the Missouri Administrative Hearing Commission (AHC). Upon the filing of such an application, AHC acquires exclusive jurisdiction to review, determine, prescribe or deny the project, as provided by law. Then AHC may conduct hearings, make findings of fact and conclusions of law, and issue orders determining this project.</p>	<p>Administrative Hearing Commission Truman Bldg., Room 640 P.O. Box 1557 Jefferson City, MO 65102-1557 573-751-2422</p>
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Any interested party aggrieved by a final administrative order in this matter, whether issued by MHTC or AHC, may seek judicial review of that order by filing a petition in the Missouri Circuit Court as provided by law, unless the party waives judicial review.

**SO ORDERED:**

Signature: <i>Brian C. Weiler by RPM</i>	Date Signed: <i>6-18-10</i>
Name (Printed): Brian C. Weiler	This Order is Effective Immediately.
Title: Multimodal Operations Division Director	