TEXAS DEPARTMENT OF TRANSPORTATION

TECHNICAL PROVISIONS

FOR

SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-8

UNDERPASS AGREEMENT SH 146 MISSOURI PACIFIC RAILROAD (NOW UNION PACIFIC RAILROAD) SPUR TRACK TO U.S. STEEL CO. PLANT SITE EAST OF BAYTOWN, TEXAS

RFP ADDENDUM #7

NOVEMBER 4, 2016

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

February 13, 1967

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
State Highway 146
Railroad Underpass Under Missouri Pacific Railroad Company
Spur Track to U.S. Steel Plant Site S.E. of Baytown

Mr. C. Baker
Chief Engineer
Missouri Pacific Railroad Company
210 N. 13th Street
Room 1200, Missouri Pacific Bldg.
St. Louis 3, Missouri 63103

R.R. File:
B-80229

Dear Sir:

The answers given in your letter dated February 6, 1967 and the details shown on the accompanying plan sheet, "Deck Plan, Proposed Underpass State Highway 146 At New Track to U. S. Steel, Baytown, Texas", dated 11-22-66 and revised 2-2-67 meet with our entire approval.

Yours truly,

D. C. Greer
State Highway Engineer

By: CFS

Clyde F. Silvus
Bridge Engineer

LP:sw

bcc: District 12

Sandra → Send one print to Dist 12, the [illegible] to D-5 File

2/13/67 3 c-c Dist 12 1 c-c L.P.

~~CFS~~ LP

MISSOURI PACIFIC RAILROAD COMPANY
THE TEXAS AND PACIFIC RAILWAY COMPANY

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 MA 1-1000

W. E. LAIRD
ENGINEER OF TRACK
E. T. FRANZEN
ENGINEER OF STRUCTURES

C. BAKER
CHIEF ENGINEER

C. W. PLUNKETT
ENGINEER OF SIGNALS, COMMUNICATIONS AND EQUIPMENT
A. R. MILLER
ASSISTANT TO CHIEF ENGINEER

February 6, 1967

File B-80229

Mr. Clyde F. Silvus
Bridge Engineer
Texas Highway Department
Austin, Texas 78701

Harris County Control 389-12
State Hwy. 146 Underpass
Mo.Pac. Spur Track to U. S. Steel
S.E. of Baytown, Texas

Dear Mr. Silvus:

This refers to your letter of January 13, file D-5, concerning your review of our construction plans in connection with the above-titled project.

We note the possibility that you may require a slight change in the modified highway grade to provide for intersection with proposed City of Baytown boulevard extension. Consultants, Baker, Wachstetter & Associates, of Houston, have been retained to prepare the plans for modifying the highway. They have been in touch with your District people, and plans will be prepared to include necessary modification to provide for the boulevard intersection.

We understand you are exploring the possibility of constructing two (2) additional lanes at the underpass. If this should materialize, we would appreciate early advice to allow us to give this matter consideration in working up our underpass construction schedule.

Your comments regarding our plans will be answered in sequence, as follows:

1. Tellepsen Construction Company, our contractor on this project, has been instructed to follow your recommendation that exposed concrete receive Type 1 finish in accordance with Item 420, and that structural steel receive a field coat of aluminum paint compatible with other highway structures.

2. Contractor has been instructed that concrete rip rap must conform with provisions of Item 432.

3. Difference between elevations shown on our plan and highway datum will be taken into consideration by Baker, Wachstetter & Associates in preparing plans for highway modification.

4. Attached are two (2) prints of our deck plan, revised in accordance with your request. Please advise at your earliest convenience if this plan now meets with your approval.

If you have any further questions or comments regarding this project, please let us hear from you at an early date.

Yours very truly,

C. Baker

The writer is acting as a salaried corporate officer with address as above indicated; and if this communication constitutes an appearance under the law requiring registration with state agencies, this shall constitute such registration.

Mr Carmichael

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

January 20, 1967

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
State Highway 146

Missouri Pacific Railroad Company underpass southeast of Baytown
(spur track to U. S. Steel Corporation Plant)

Mr. C. Baker
Chief Engineer
Missouri Pacific RR Co.
210 N. 13th Street
St. Louis, Missouri 63103

Your file: B-80229

Dear Sir:

Enclosed is the "Railroad Original" copy of the agreement dated January 2, 1967, and twelve additional copies of the agreement as requested.

It is possible that we may want to make a slight change in the agreement Exhibit "A" sketch to show and allow for a proposed City of Baytown boulevard extension which will intersect the highway just to the west of the point where the highway is to come out of the underpass cut. This may require lowering the proposed grade line change some at the west end. It is not anticipated that the change will increase the railroad participation very much if any. We are sending you the agreement with the understanding that the above mentioned change may be made if necessary.

Yours truly,

D. C. Greer
State Highway Engineer

By: Clyde F. Silvus

Clyde F. Silvus
Bridge Engineer

FW/ar

~~3bcc~~: District 12
1bcc: D-7

Harris County
Control 389-12
S.H. 146
Missouri Pacific R.R. Co.
Spur track to U.S. Steel Co.
Plant Site East of Baytown
Grade Separation S.E. of
Baytown

STATE OF TEXAS X

COUNTY OF TRAVIS X

THIS AGREEMENT, made this 2 day of January, 1967 by and between the State of Texas, hereinafter called the "State", Party of the First Part, and the Missouri Pacific Railroad Company, hereinafter called the "Railroad", Party of the Second Part, acting by and through J. W. LLOYD, its Vice President-Operation under and by virtue of authority shown in Exhibit "C" attached and made a part hereof.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways, including State Highway 146, for public use and benefit; and

WHEREAS, the Railroad desires to serve a plant site east of Baytown, Texas of the U. S. Steel Company with a spur track rail facility; and

WHEREAS, the U. S. Steel Company's plant site is located on the opposite side of State Highway 146 from the main line of the Railroad; and

WHEREAS, the State has determined, due to the heavy volume of highway traffic, that a grade separation structure is required; and

WHEREAS, application has been made by the Railroad to the State for a permit to cross said State Highway 146 by means of a spur track on a highway - railway grade separation structure at the location and as shown on Exhibit "A".

A G R E E M E N T

NOW, THEREFORE, in consideration of one dollar ($1.00) paid by the Railroad to the State, receipt of which is hereby acknowledged, the State grants permission and authority for the construction,

maintenance and use of a spur track highway - railway grade separation structure (an underpass with the highway carried under the spur track) and suitable approaches over and across State Highway 146 southeast of Baytown, Texas at the location and as shown on the sketch marked Exhibit "A" attached and made a part hereof and the parties hereto mutually covenant and agree to and with each other as follows:

1. This request and authority is for the construction and use of one spur track carried over the highway on an underpass including its embankment approaches across said highway right of way.

2. The Railroad will, at its entire expense, construct, maintain and operate said underpass and portions of spur track and railroad embankment approaches located on or adjacent to the highway right of way to conform to the design and plans approved by the State. Plans and specifications, after having been approved in writing by the State Highway Engineer, are hereby adopted as plans and specifications covering the construction of said underpass and when so approved, shall be attached hereto and marked Exhibit "B" and made a part hereof. No changes in these plans and specifications are to be made without the written approval of such changes by the State Highway Engineer.

3. It is understood that should the underpass license hereunder cease to be used for a spur track which is in use, this license shall cease and terminate and the Railroad agrees that it will then at its entire expense remove the entire underpass structure from the highway right of way and restore the State Highway 146 right of way to a condition satisfactory to the State.

4. The Railroad shall provide such detours and barricades, signs, flares, and flagmen as are deemed necessary by the State, to direct or protect highway traffic while work on the underpass and railroad approaches is in progress.

5. The Railroad agrees to have the structural steel portion of the underpass superstructure given a final field coat of aluminum color paint and in future maintenance painting, will retain the original aluminum color unless otherwise agreed in writing by the State Highway Engineer, and the Railroad also agrees to keep the underpass structure free from all advertising matter or insignia except such identification lettering as may be approved by the State.

6. The Railroad assumes the entire responsibility for the construction, maintenance, and use of said spur and underpass on the property of the State; and nothing contained herein shall ever be construed to place upon the State any liability for injury to or death of persons, or for damage to or loss of property, arising from, or in any manner connected with the construction, maintenance, or use of the spur track and underpass upon State property.

7. The license, granted hereby, shall not prevent, in any way, the State from changing the highway across the land over which license has been granted, provided such change shall not affect, in any way, the safety of the railway traffic.

8. The contract or contracts let by the Railroad for the construction of the underpass shall provide:

A. Standard Manufacturer's and Contractor's Liability Insurance.

The Railroad shall furnish evidence to the Texas Highway Department that, with respect to the operations its contractor performs, its contractor carries regular Contractor's Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars ($250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars ($500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Property Damage Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars ($250,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of five hundred thousand dollars ($500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractor's Protective Liability Insurance.

The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractor's Protective Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars ($250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars ($500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Protective Property Damage Liability Insurance providing for a limit of not less than two hundred and fifty thousand dollars ($250,000.00) for all damages arising out of injury to/or

destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of five hundred thousand dollars ($500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

9. The reconstruction of the highway to accommodate the construction of the railroad spur track and underpass shall be made at the entire expense of the Railroad and shall be accomplished as follows:

(a) The Railroad will prepare or provide for the preparation of plans and specifications for reconstructing the highway to accommodate the railroad spur and underpass. Such plans shall provide for the maintenance of highway traffic by means of satisfactory all-weather detours. Plans shall be prepared in conformity to the State's usual practices and shall be subject to the approval by the State. Said plans and specifications shall become a part hereof, and shall be designated Exhibit "B".

(b) The Railroad shall provide for all required highway right of way, channel easements and/or channel right of way, temporary construction easements and adjustment of utilities.

(c) After plans and specifications are approved by the State, after the utilities are adjusted, after all required interests in property are secured by the railroad for the State, after the Railroad advises the State that it has secured all permits or licenses in accordance with applicable laws, regulations and ordinances, and has made the necessary financial arrangement, the State will publicly advertise for bids for the reconstruction of the highway. Upon receipt of bids and approval by the Railroad and State, the State will award a construction contract to the lowest responsible bidder.

(d) The State will supervise the construction of the reconstruction of the highway.

(e) The State will make partial (monthly) and final payments to the construction contractor as provided in Item 9 of the Standard Specifications of the Texas Highway Department and furnish the Railroad monthly and final estimates so that the State may be reimbursed by the Railroad as provided in the following paragraph.

(f) The Railroad shall reimburse the State for the amounts paid by the State under the construction contract. Such reimbursement shall be made on a monthly basis. The Railroad shall also reimburse the State for all preliminary and construction engineering costs incurred and/or expended by the State. Reimbursement by the Railroad shall be made within 15 days of billing by the State.

(g) It is further understood and agreed that the Railroad agrees to indemnify the State against all damages and claims for damage to adjoining, abutting or other property, arising out of, incident to, or in any way occasioned by this construction.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

THE MISSOURI PACIFIC RAILROAD COMPANY

By _____
(Title) Vice President - Operation

ATTEST:

_____

APPROVED:
CHIEF ENGINEER

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission.

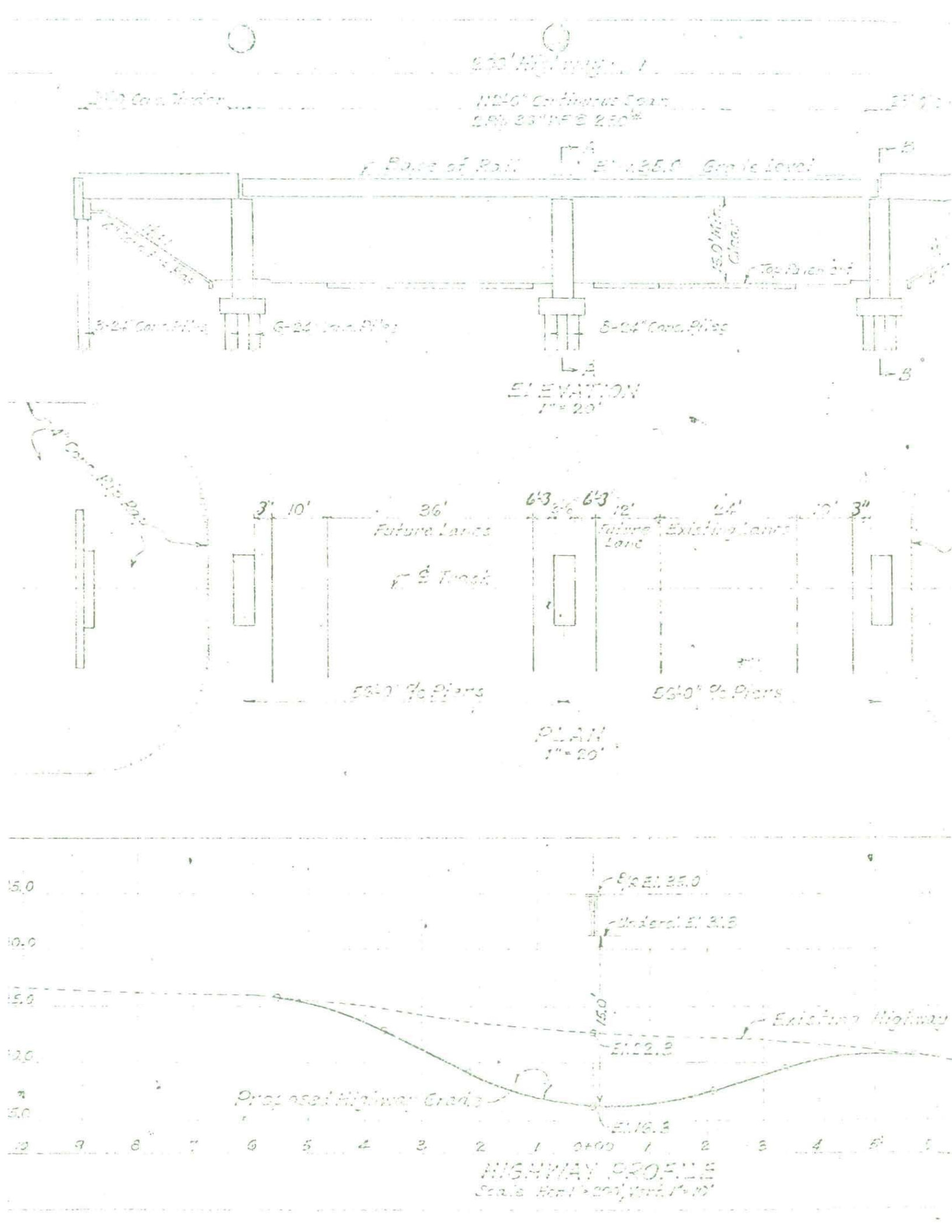
By _____
Executed as State Highway Engineer and approved for State Highway Commission.

RECOMMENDED FOR APPROVAL:

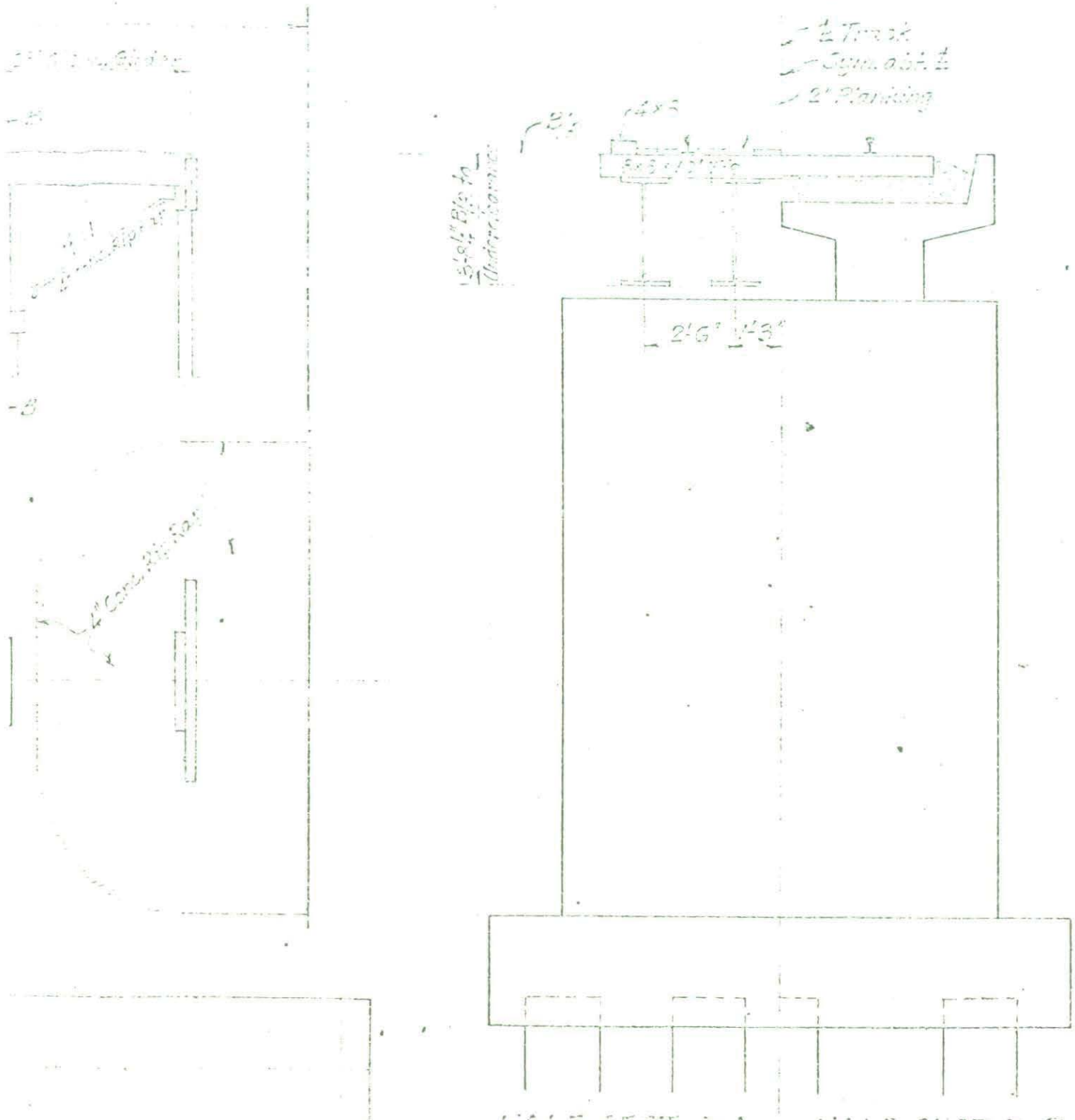
Bridge Engineer

Chief Engineer of Highway Design

District Engineer



Base of Rail
Grade Level
15.0' Min. Clear
Top Pavement
3-24" Conc. Piles
6-24" Conc. Piles
8-24" Conc. Piles
ELEVATION
1" = 20'
3"
10'
36'
Future Lanes
6'-3"
12'
Future Lane
24'
Existing Lanes
3"
℄ Track
56'-0" ℄ Piers
56'-0" ℄ Piers
PLAN
1" = 20'
Existing Highway
Proposed Highway Grade
15.0'
El. 22.3
El. 16.3
HIGHWAY PROFILE



HALF SECT. A-A HALF SECT. B-B

4"=1'

EXHIBIT A

MISSOURI PACIFIC R.R. CO.
PROPOSED UNDERPASS
STATE HIGHWAY 146
AT NEW TRACK TO U.S. STEEL
BAYTOWN, TEXAS

Office of Chief Engr. St. Louis Mo. Sept. [illegible]

THE STATE OF Missouri

COUNTY OF St. Louis

BEFORE ME, WM. J. HEROLD, A Notary Public in and for said County and State, on this day personally appeared J. H. LLOYD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of said Missouri Pacific Railroad Company.

GIVEN under my hand and seal of office this 29th day of November, 1966.

Wm. J. Herold

Notary Public in and for
County of
State of

My Comm[illegible] 10, 1970

Comm[illegible] of St. Louis, Missouri, which adjoins the City of St. Louis, Missouri, where this act was performed.

CERTIFICATE OF AUTHORITY

I, H. J. CHATFIELD, hereby certify that I am an Assistant Secretary of the Missouri Pacific Railroad Company, the corporation referred to herein and which executed the attached agreement, with the State of Texas; that J. H. LLOYD, who executed said agreement as Vice President-Secretary of the Missouri Pacific Railroad Company, has been duly authorized and empowered to execute said agreement on behalf of the Company by authority delegated to him by the President in accordance with the Bylaws of the Company; that I know the signature of said J. H. LLOYD, and that the signature affixed to said agreement is his signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 28TH day of NOVEMBER, 1966.

H. J. Chatfield

Assistant Secretary

EXHIBIT "C"

COMMISSION
HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

August 18, 1966

IN REPLY REFER TO
FILE NO. D-5

A.I.R. M.A.I.L.

Harris County
Control 389-12
State Highway 146
Proposed Crossing of S.H. 146 Spur Track to
U.S. Steel Company Plant Site East of Baytown

Mr. C. Baker
Chief Engineer
Missouri Pacific RR Co.
210 N. 13th Street
St. Louis, Missouri 63103

R.R. File
B-80229

Dear Sir:

We have your letter dated July 5, 1966 in regard to the above grade separation.

Attached hereto are prints of an elevation of the roadway and underpass geometrics which is recommended at the underpass site. It will be noted that the planned initial construction provides for the replacement of the existing two lane roadway which will be lowered and that spaces are provided for future expansion to a six lane divided highway.

Within the time limitations imposed, we do not have available design personnel to prepare plans for this work. We believe that the railroad should either prepare or provide for the preparation of plans for the work. We do, however, have sufficient field personnel to supervise the construction.

Using plans prepared by the railroad, and approved by the State, our present thinking is that the State should award a contract and supervise the construction of the underpass

cut, the all-weather detour road, highway roadway, drainage facilities including a pump house and the placement of the excavated material in the railway embankment. The railroad would then award contracts for the remainder of the work including the railroad underpass structure.

Prior to preparation of plans or the writing of an agreement for the crossing and work, we believe that it would be well for representatives of the railway and the Department to hold a joint meeting at say the District office of the Highway Department in Houston to reach an agreement on a number of items. If you concur in this thinking, we will be glad to make the necessary arrangements for such a meeting.

Yours truly,

D. C. Greer
State Highway Engineer

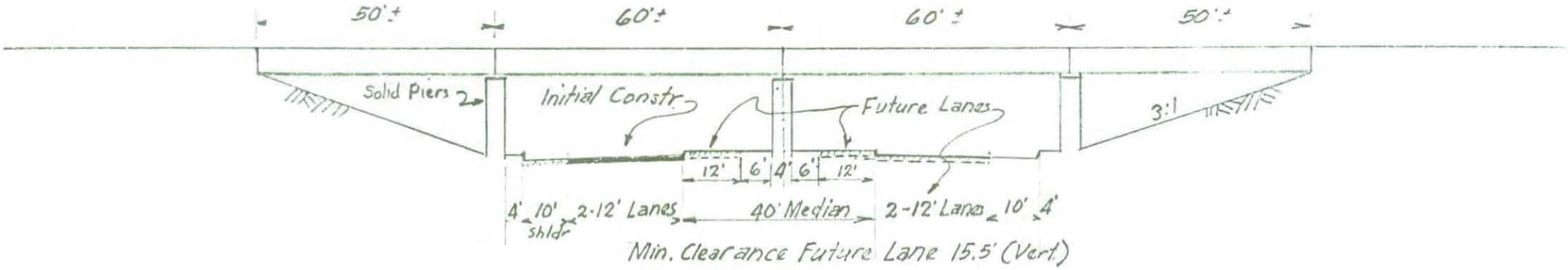
By: C.F.S.

Clyde F. Silvus
Bridge Engineer

LP:sw

bcc: District 12

bcc: D-8



Elevation

HARRIS COUNTY
Texas Highway Dept. 8/17/6
Proposed Missouri Pacific R.R.
Spur track to U.S. Steel Co.
Site Underpass Over
S.H. 146 Near Baytown

TEXAS HIGHWAY DEPT.
RECEIVED
NOV 16 1966
DIST. 12 HOUSTON

COMMISSIONERS
HERBERT C. PETRY, JR., CHAIRMAN
HAL HOUSTON WARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

November 14, 1966

IPE 1RR

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-5-34
Project F1081(21)
State Highway 146: Overpass over the Southern Pacific Company's track 1571.9' south of R.R. Mile Post 28

Mr. L. A. Loggins
Chief Engineer
Southern Pacific Company
913 Franklin Avenue
Houston, Texas 77002

Your file: 62540

Attn: Haraldson
cc: Harrison w/agreement
done
LDH 11-21
file in construction

Dear Sir:

Enclosed is your Company's original copy of the executed agreement for the above mentioned overpass dated November 10, 1966. Also enclosed are seven extra copies of the agreement for your use.

We are sending, under separate cover, the Railroad Company's copy of Exhibit "B" referred to in the agreement together with an Exhibit "B" Title Sheet. The Exhibit "B" and Title Sheet have been approved by the Assistant State Highway Engineer. If the Exhibit "B" is satisfactory please approve the Title Sheet marked "State Copy" and return it to this office. The Exhibit "B" is for attachment to your copy of the fully approved agreement.

This is to advise you that bids were received and a contract was awarded for construction of this project on November 10, 1966, to Williams Brothers Construction Co, Inc. of Houston, Texas. No work is to be performed at the site by your forces prior to receipt of a Work Order, which will be issued by Mr. W. E. Carmichael, District Engineer, Texas Highway Department, P. O. Box 1386, Houston, Texas.

Yours truly,

D. C. Greer
State Highway Engineer

By: Clyde F. Silvus
Clyde F. Silvus
Bridge Engineer

Design should sent RE
JC 11/21

11/16

NAL/elk

bcc: Dist. 12 - Attached are three copies of the agreement. Estimate will follow. Please issue the work order in time to permit the S.P. Co. to order materials and schedule it's work. Please furnish D-5 and D-7 a copy of your work order.
lbcc: D-7 - Attached is a copy of the agreement. Estimate will follow.

Harris County
Control 389-5
State Highway 146

STATE OF TEXAS ⁑

COUNTY OF TRAVIS ⁑

THIS AGREEMENT, made this 10th day of November, 1966, by and between the State of Texas, hereinafter called the "State", Party of the First Part, and the Southern Pacific Company

a corporation hereinafter, whether one or more, called the "railroad company" or "company", Party of the Second Part, acting by and through B.M. Stephens, its Asst. General Manager, under and by virtue of authority shown in Exhibit "D" attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, State Highway 146 crosses the line of the railroad company at a point 1571.9' south of Railroad Mile Post 28 in Harris County, Texas, and the State proposes to separate the grades of the railroad and highway by the construction of an overpass over the railroad company's track, as shown on print, marked Exhibit "A", attached hereto and made a part hereof.

A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The railroad company hereby grants to the State license and permission for the construction and use of the aforesaid overpass and highway across its property and over its track at the intersection of the railroad and highway, as shown on Exhibit "A".

2. The State agrees to and will prepare plans and specifications, subject to approval by the Chief Engineer of the railroad company, for the proposed overpass structure. Said plans and specifications, after having been approved in writing by the State Highway Engineer and the Chief Engineer of the railroad company, are hereby adopted as plans and specifications covering the construction of said overpass, and when so approved, shall be attached hereto, marked Exhibit "B", and made a part hereof. No changes in these plans and specifications are to be made without the written approval of such changes by the State Highway Engineer and the Chief Engineer of the railroad company.

3. Cost of preliminary engineering ineligible for reimbursement with Federal funds due to being incurred prior to date of program approval will be reimbursed with State funds if incurred after the State's request for preparation of plans and estimates.

4. The railroad company, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal, pole and wire line, pipe sewer and drainage or other facilities or buildings located upon the railroad company's right of way, which may be displaced or required by the construction of the project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during or following construction of said work, all of which, as far as known to the railroad company, shall be shown on the said plans. The railroad company shall prepare plans and estimates subject to approval by the State, for the adjustment of such facilities. Such plans and estimates shall be attached hereto and made a part of Exhibit "B". Any known work to be done, not shown on the plans and in the estimates will not be paid for.

5. The railroad company shall commence the work to be done by it hereunder within two weeks after receipt of written notice from the State that the work may proceed and shall proceed diligently to the conclusion of its obligations herein. Reimbursement will not be made for work undertaken by the railroad company which is performed at the site of the project prior to the issuance of such work order by the State. This does not apply to the assembly at the railroad stores or loading points of materials which might be used on the project. Such assembly may be undertaken sufficiently in advance to assure prompt delivery but reimbursement for any materials or handling charges will be contingent upon the issuance of a work order by the State to the railroad company.

6. Reimbursement to the railroad company will be made for work performed and materials furnished, including, but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached, in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 issued by the United States Bureau of Public Roads on October 15, 1966, and amendments thereto except as modified by the provisions herein.

7. Railroad and utility company bills.

a. In the event that the railroad company desires, it may submit monthly bills prepared in satisfactory form for work performed in compliance with this agreement. Upon receipt of said monthly bills, the State will make a payment to the railroad company. The amount of such payment may be up to 90% of the cost of the work performed and as covered by said bill. Subsequent to the final audit the State will make final payment to the railroad company for work performed and materials furnished in accordance with this agreement and approved plans and specifications and approved changes thereof.

b. In the event that the railroad company does not desire monthly payments, then upon satisfactory completion of the work performed by the railroad company under this agreement and receipt of a statement in proper form, the State shall make payment to the railroad company. The amount of said payment may be up to 90% of the cost of such work. Subsequent to the audit the State will make final payment to the railroad company for work performed and materials furnished in accordance with this agreement and approved plans and specifications and approved changes thereof.

8. The State expects to be reimbursed for its expenditures hereunder from funds provided by the United States Government. Such reimbursement can only be obtained by the State by compliance with the statutes, rules and regulations from time to time enacted and promulgated by the United States Government and its Bureau of Public Roads. In case such statutes, rules or regulations shall hereafter be altered or amended in such manner as to affect the State's right to such reimbursement or funds from which this construction is proposed are not available, the State reserves the right to cancel this agreement at any time prior to the actual letting of a contract by the State hereunder.

9. In the event that construction is not undertaken, or in the absence of a work order being issued by the State to the railroad company, the State will not be responsible for any expenses incident to any cost incurred in connection with any provision of this contract.

10. It is agreed that should the property licensed hereunder or any portion thereof cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

11. The State shall furnish material for and perform the work to be done by it hereunder in accordance with approved plans and specifications referred to in paragraph 2 hereof.

The State shall install the overpass structure, drainage facilities and build its roadway, sidewalks and pavement across the railroad company's right of way as shown on plans and in accordance with approved specifications and shall maintain or arrange for the maintenance of these facilities.

12. If provided by the plans and specifications, the railroad company shall furnish and install materials for the inner guard rail, of the railroad company's standard design through the overpass structure. The rail, angle bars, tie plates and frog points, for the guard rail, shall be secondhand.

13. The State assumes the entire responsibility for the construction, maintenance and use of said highway upon the railroad company's property at the location herein described; and nothing contained herein shall ever be construed to place upon the railroad company any manner of liability for injury to or death of persons, or for damage to or loss of property, arising from or in any manner connected with the construction, maintenance or use of the portion of said highway located upon the railroad company's said property.

14. The license, granted hereby, shall not in any way prevent the railroad company from operating its trains or multiplying or changing its tracks across the land over which license has been granted, or under the overpass contemplated hereby.

15. The contract or contracts to be let by the State for the construction of the work to be undertaken by it hereunder shall provide:

A. Standard Manufacturer's and Contractor's Liability Insurance. The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations he performs, he carries regular Contractors' Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars ($500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Property Damage Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000.00) for all damages arising out of injury to/or destruction or property in any one accident and subject to that limit per accident a total (or aggregate) limit of five hundred thousand dollars ($500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractors' Protective Liability Insurance. The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractors' Protective Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of five hundred thousand dollars ($500,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Protective Property Damage Liability Insurance providing for a limit of not less than two hundred fifty thousand dollars ($250,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of five hundred thousand dollars ($500,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

C. Railroads' Protective Liability and Property Damage and Physical Damage to Property Insurance. In addition to the above, the Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the railroad company the Standard Railroad Protective Liability Policy, with coverage as outlined in General Casualty Bulletin No. 258, dated July 9, 1958, issued by the State Board of Insurance of Texas, providing for Bodily Injury Liability a limit of not less than two hundred fifty thousand dollars ($250,000.00) for each person and five hundred thousand dollars ($500,000.00 for each occurrence and for Property Damage a limit of not less than two hundred fifty thousand dollars ($250,000.00) for each occurrence and five hundred thousand dollars ($500,000.00) aggregate during the policy period.

D. General. The insurance, as specified in paragraphs A. and B. above, shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Texas Highway Department.

The insurance, as specified in paragraph C. above, shall be carried until all work to be performed on the railroad right of way has been completed and the temporary grade crossing, if any, is no longer used by the Contractor.

16. Compliance with Title VI of the Civil Rights Act of 1964.

During the performance of this contract, the Railroad Company, (referred to as the "contractor" in the following paragraphs numbered 1 through 6) for itself, its assignees and successors in interest, agrees to comply with the following six paragraphs except in those instances where work undertaken under this agreement is performed by its own forces.

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, 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 State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. In accordance with the provisions of Policy and Procedure Memorandum No. 21-10, issued by the Bureau of Public Roads, October 3, 1958, this project has been determined to conform to Class 4, "Existing Railroad Crossed by New Highway". Under this classification no benefits shall be construed as accruing to the railroad company and no contribution by the railroad company will be required.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

THE SOUTHERN PACIFIC COMPANY

By: _____
(Title) Assistant Vice President

RECOMMENDED:

_____
(Title)

_____
(Title) Chief Engineer

APPROVED AS TO FORM:

_____
Attorneys for Railroad Company

THE STATE OF TEXAS:

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: _____
Assistant State Highway Engineer

RECOMMENDED FOR APPROVAL:

_____
Bridge Engineer

_____
Chief Engineer of Highway Design

D-5 Form
7-25-66

THE STATE OF TEXAS ;

COUNTY OF HARRIS ;

BEFORE ME, W. T. MAGEE, a Notary Public in and for said County and State, on this day personally appeared B. M. STEPHENS Asst. General Manager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of said Southern Pacific Company.

GIVEN under my hand and seal of office this 8th day of November, 19 66.

Notary Public in and for
County of HARRIS
State of TEXAS

CERTIFICATE OF AUTHORITY

I, H. T. Sterett, hereby certify that I am an Assistant Secretary of the Southern Pacific Company, the corporation referred to herein and which executed the attached agreement, with the State of Texas; that B. M. STEPHENS, who executed said agreement as Asst. General Manager of the Southern Pacific Company, has been duly authorized and empowered to execute said agreement on behalf of the Company by authority delegated to him by the President in accordance with the By-laws of the Company; that I know the signature of said B. M. STEPHENS, and that the signature affixed to said agreement is his signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 8th day of November, 19 66.

Assistant Secretary

EXHIBIT "D"

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

January 13, 1967

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
S.H. 146
Proposed Underpass Under MoPac Spur track to
U.S. Steel Plant Site S.E. of Baytown

Mr. C. Baker
Chief Engineer
Missouri Pacific R.R. Co.
210 N. 13th Street
St. Louis, Missouri 63103

R.R. File:
B-80229

Dear Sir:

We have your letter dated December 22, 1966. The State - Railroad agreement is being processed for signatures. It is possible that we may need to make a slight change in the exhibit "A" sketch to show a proposed City of Baytown boulevard extension which will intersect the highway just to the west of the point where the highway is to come out of the railway underpass cut. This may require lowering the proposed grade line change some at the west end. It is not anticipated that the change, if made, will increase the railroad participation very much if any. This matter should be resolved within the next week.

Our comments in regard to the drawings which accompanied your letter are as follows:

1. We recommend that exposed structural concrete receive Type 1 finish in accordance with Item 420 and that structural steel receive a field coat of aluminum paint for compatibility with other highway structures.

O.K. to Dist.

2. We assume concrete specifications for riprap will be equal to Item 432.

3. We are unable to comment on the elevations shown on the plans as these elevations are not tied to the highway datum or the new vertical alignment proposed for the highway.

4. To minimize the possibility of loosened track hardware, and debris from freight cars falling onto the highway, we would like for you to use timber scabs between the ties so as to close the opening in the deck beside each tie plate. Two 4"x4"x1'-6" scabs on each tie should suffice.

From a rough check of the sections used it appears that impact due to the rolling effect (10%) was not used and also it appears that allowable stresses were not reduced on account of the decreased depth of beam ratios. This procedure is certainly all right with us.

Yours truly,

D. C. Greer
State Highway Engineer

By: CFS

Clyde F. Silvus
Bridge Engineer

LP:sw

bcc: District 12

D-5

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

January 5, 1967

IN REPLY REFER TO
FILE NO. D-8

Harris County
Control 389-12
S.H. 146: Missouri Pacific Railroad Spur Crossing

District 12 - Houston

Reference is made to your letter dated December 27, 1966, and previous correspondence, all pertaining to the subject project. We have carefully studied this matter and are still of the opinion that the construction of a four lane divided section beneath the railroad, flanked by two lane sections on each end, would be a very undesirable arrangement. Experience has shown that each point of transition from two lane to multilane and vice versa creates hazardous conditions which induce accidents. For this reason, we believe that a multilane section should be constructed initially; however, if you deem such construction to be inadviseable, a much safer arrangement would be to construct only a two lane section throughout, including that portion beneath the railroad separation. The structure, of course, should be constructed to accommodate the future section as planned.

If you should elect to construct only the two lanes at this time, we assume that it would not be necessary to retain a consulting engineer for preparation of PS & E since it appears that all items of work would be considered betterment and would, therefore, be handled by the railroad company in the usual manner.

Your consideration of the above and comments concerning the same are respectfully requested.

JCS - Try to resolve this at the time you visit in Austin next week.
WEC 1/6

Very truly yours,

D. C. Greer
State Highway Engineer

By: Original Signed by T. S. Huff

T. S. Huff, Chief Engineer
of Highway Design

cc: D-5

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

STATE HIGHWAY ENGINEER
D. C. GREER

December 27, 1966

IN REPLY REFER TO
FILE NO.

Harris County
State Highway 146
Missouri-Pacific Railroad Spur Crossing
Control 389

Mr. D. C. Greer
State Highway Engineer
Austin, Texas 78701

Attention: File D-8

Dear Sir:

In reply to your letter dated December 20, 1966, concerning the proposed work at the above crossing, we do not agree that the work involved in connection with the underpass should be expanded to include additional lanes between Lee and Alexander Drives. The section from Spur 201 to Alexander Drive should be included in a package deal and this likely will include a grade separation structure at Alexander Drive and perhaps one at Lee Drive. To proceed at this time with additional lanes could only result in doing work which would be subject to early revision. For your ready reference, 1965 ADT between Lee and Alexander Drives was 4960 and between Lee Drive and Spur 201 was 8660. The arrangement of roads to serve the U.S. Steel plant to be built just east of Baytown is yet to be planned and this planning could result in substantial changes in State Highway 146 not now anticipated. The cost of necessary addition in any event will be a very substantial amount.

For the above reasons, our request for financing and approval of an engineering contract should be processed at an early date as it is our understanding that the Railroad Company is expecting an early beginning of operation on this extension of their line.

Very truly yours,

W. E. Carmichael
District Engineer
District No. 12

LGJr:ds

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

December 20, 1966

IN REPLY REFER TO
FILE NO. D-8

Harris County
Control 389-12
SH 146: Proposed Missouri Pacific Railroad
Spur to US Steel Plant

District 12 - Houston

Reference is made to your letter of December 6, 1966, submitting schematics showing the proposed work at the above railroad crossing. We have reviewed your submission and strongly recommend that consideration be given to the construction at this time of the additional lanes shown on your layout in yellow and labeled as future construction. This arrangement would provide a continuous multilane facility rather than such a facility interspersed with short sections of two lane highway. We believe that the construction of these lanes in conjunction with the work at the railroad crossing will provide a much more desirable facility both from an operational and safety standpoint.and be more economical to construct than at a later date.

You also asked that a request for financing the State's portion of the work be submitted to the Administration. Before forwarding your request, we believe that the above recommendation should be considered and an estimate furnished which would include the addition of the aforementioned additional lanes.

At such time as we submit a request to the Administration for financing of this project, we will also submit your request for Administrative approval of a contract with a consulting engineer for the preparation of PS & E.

Very truly yours,

D. C. Greer
State Highway Engineer

By: Original Signed by T. S. Huff

T. S. Huff, Chief Engineer
of Highway Design

Orig to JCS

cc: D-5

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

December 9, 1966

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
State Highway 146

Missouri Pacific Railroad Company underpass southeast of Baytown (spur track to U. S. Steel Corp. Plant).

Mr. W. E. Carmichael
District Engineer
Houston, Texas

Dear Sir:

Attached for your review and signature are two copies of the State-Railroad agreement on the above identified project.

Please return the agreements to this office so they can be processed. Copies of the agreement will be sent to you when they are fully executed.

Yours truly,

D. C. Greer
State Highway Engineer

By: Clyde F. Silvus
Clyde F. Silvus
Bridge Engineer

DE file copy 12/14

FW/ar

Sent to DOE
12/13

COMMISSION

HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

November 15, 1966

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
S.H. 146
Proposed Underpass for MoPac RR Spur Track to
U. S. Steel Southeast of Baytown

Mr. W. E. Carmichael
District Engineer
Houston, Texas

Dear Sir:

Attached hereto are copies of a letter dated November 2, 1966 from Mr. C. Baker, Chief Engineer, Missouri Pacific Railroad. For your ready reference, we have also included copies of the form of the agreement being made with the railroad. The agreement shows the underpass and the general roadway section which is to be used.

It is suggested that you furnish us with detailed sections desired as well as a list of specifications and special provisions which you will want to use on this project. We will in turn furnish the material to the railroad.

JCS - Handle
Tellepsen has been selected by RR Co. to do their constr. and planning as well - Tellepsen(Howard) told me that he would contact J.L. Baker redoing the highway planning.

WEC
11/16

Yours truly,

D. C. Greer
State Highway Engineer

By: CFS

Clyde F. Silvus
Bridge Engineer

LP:sw

cc: D-8

~~CFS~~
LP

MISSOURI PACIFIC RAILROAD COMPANY
THE TEXAS AND PACIFIC RAILWAY COMPANY

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 MA 1-1000

W. E. LAIRD
ENGINEER OF TRACK
E. T. FRANZEN
ENGINEER OF STRUCTURES

C. BAKER
CHIEF ENGINEER

C. W. PLUNKETT
ENGINEER OF SIGNALS, COMMUNICATIONS AND EQUIPMENT
A. R. MILLER
ASSISTANT TO CHIEF ENGINEER

November 2, 1966

File B-80229

Mr. Clyde F. Silvus,
Bridge Engineer,
Texas Highway Department
Austin, Texas 78701

Harris County Control 389-12
State Hwy. 146 Proposed Underpass
MoPac RR Spur Track to U.S.Steel
Southeast of Baytown, Texas

Dear Mr. Silvus:

This has reference to your letter of October 31, file D-5, particularly that portion concerning the preparation of plans covering adjustment of the existing highway lanes in connection with the above-titled project.

To aid us in preparing these plans, please furnish prints of the standard sheets and details of roadway section, as mentioned in your letter. We would also like to have a sample copy of your specifications covering a similar project. Any other information you can furnish, that will be of some value in preparing these plans, will be appreciated.

We should also have a print of profile sheet showing your required grade line for the depressed highway.

Handling at your earliest convenience will be appreciated.

Yours very truly,

C. Baker

The writer is acting as a salaried corporate officer with address as above indicated; and if this communication constitutes an appearance under the law requiring registration with state agencies, this shall constitute such registration.

RECEIVED
NOV - 7 1966
BRIDGE DIVISION

COMMISSION
HERBERT C. PETRY, JR., CHAIRMAN
HAL WOODWARD
J. H. KULTGEN

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
D. C. GREER

October 31, 1966

IN REPLY REFER TO
FILE NO. D-5

Harris County
Control 389-12
State Highway 146
Proposed Underpass for MoPac R.R. Spur Track to
U.S. Steel Company Plant Southeast of Baytown, Texas

Mr. C. Baker, Chief Engineer
Missouri Pacific Railroad Company
210 N. 13th Street
St. Louis, Missouri 63103

R.R. File
B-80229

Dear Sir:

We have your letter dated October 17, 1966.

Attached hereto are copies of the certificate of authority sheet for the crossing agreement which has been corrected to show Exhibit "C".

In regard to Section 9(a) of the agreement draft, we will be glad to cooperate to the fullest extent possible with the railroad, if the railroad prepares the plans, or with a consulting engineer of your choice if you use a consultant. A number of the sheets used in the plans will be our standard sheets, and we will also furnish you details of the roadway section.

The requirement that we be advanced the estimated cost of the highway modification contract ($139,000.00) is not, insofar as we know, a State law. It is, however, a Highway Department policy that we have necessary funds for meeting obligations to be incurred under a construction contract before we advertise for bids and enter into such a contract.

Yours truly,

D. C. Greer
State Highway Engineer

By: C.F.S.

Clyde F. Silvus
Bridge Engineer

LP:sw
bcc: District 12
bcc: D-8

TELEPHONE CONVERSATIONS

TO: Lewis Pennock — August 19, 1966, 2:00 P.M.

FROM: M. A. Wohlschlaeger, Public Works Engr.
Missouri Pacific Railroad Co., St. Louis, Mo.

SUBJECT: Harris County
Control 389-12
S.H. 146
Proposed Crossing of S.H. 146 by Spur Track to U.S. Steel Company Plant Site East of Houston

Mr. Wohlschlaeger said that he wanted Mr. Pennock to make the necessary arrangements for a meeting with the railroad people to be held on Tuesday, August 23, 1966 at 12:30 noon on the 9th floor of the Houston Club in Houston. Joe Orsten, Vice President, Missouri Pacific R.R., wants to discuss the general details of the crossing after dinner at the club. He also wanted to know the approximate number of highway people who would be present.

Mr. Pennock said that he would call back before 4:00 P.M., Austin time.

TO: Mr. M. A. Wohlschlaeger — August 19, 1966, 3:00 P.M.

FROM: Lewis Pennock

Mr. Pennock said that the time, date and place for the meeting was all right. He had talked to Mr. T. S. Huff, Chief Engr. Highway Design, and Mr. Huff would try, but not guarantee, to have someone represent that division at the meeting. Mr. Pennock had also talked to W. E. Carmichael, District Engr., Houston, and the District would have either two or three people present. Mr. Pennock said that he would be there.

LP:sw

cc: D-8

~~cc: District 12~~

LP

Texas Highway Department
Form 433-B

51935-566-10m

INTEROFFICE MEMORANDUM

TO: Mr. D. C. Greer

Date August 17, 1966

FROM: Clyde F. Silvus

Responsible Desk D-5

SUBJECT: Harris County
Control 389-12
State Highway 146
Proposed Crossing of S.H. 146
By Missouri Pacific Railroad Spur Track
To U.S. Steel Company Plant Site East of Baytown

The Missouri Pacific Railroad Company is planning the construction of a spur track from downtown in Baytown to the U.S. Steel Company plant site east of Baytown in Chambers County. The railroad proposes to cross S.H. 146 just southeast of Baytown by means of a railroad underpass. (See attached map)

S.H. 146 is a two lane highway at the site of the crossing. The pavement is positioned on a 200 foot right of way so that it can readily be expanded to a four or six lane divided highway.

Subject to your approval we propose to negotiate an agreement with the railroad which will provide that the railroad bear the cost of lowering our grade, about 9 feet, and the underpass cut and structure will be so constructed that our highway may be readily improved to a four or six lane divided highway. State's cost if any at this time will be limited to betterments.

C.F.S.

LP:sw
bcc: D-8
bcc: District 12