CCO Form: MO65 Approved: 04/04 (BDG) Revised: 05/17 (MWH) Modified: Mount Zion Church Road Hallsville Boone County Crossing No. 480 762C Job No. RRP-000S(536)

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 City of Columbia, Missouri, the owner and operator of Columbia Terminal Railroad (hereinafter, "Railroad") and Boone County (hereinafter, "Agency"), pursuant to the terms of a Master Agreement for Improved Warning Devices between the Railroad and the Commission, executed by the Railroad on June 4, 1992, and by the Commission on June 10, 1992 (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, the highway/rail grade crossing safety improvements appears to be warranted at an existing grade crossing in Hallsville, Missouri, where Mount Zion Church Road intersects Railroad's tracks at a public highway/rail grade crossing designated as USDOT # 480 762C (hereinafter referred to as the "Mount Zion Church Road Grade Crossing"); and

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

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on August 14, 2017, 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) <u>PURPOSE</u>: The purpose of this Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the Mount Zion Church Road Grade Crossing (hereinafter the "Project".

(2) <u>SCOPE OF WORK</u>:

(A) The scope of work includes the Railroad's installation of new flashing light signals and gates with LED lights, two audible bells, a new signal bungalow with island

type circuitry and overhead cantilevers on the east side of the Mt Zion Church Road Grade Crossing (US DOT# 480 762C).

(B) The scope of work also includes the Agency's installation of stop lines and pavement markings along the roadway approaches to both sides of the Mount Zion Church Road Grade Crossing.

(3) <u>FUNDING AND APPORTIONMENT OF COSTS</u>: The Commission will reimburse the Railroad for one hundred percent (100 %) of the eligible costs of the work described in Section 2(A) of this Supplemental Agreement.

(4) <u>COST OF PROJECT</u>: The cost of the project shall be the total monies expended by the Railroad to complete the work described in Subsection 2(A) and Section (5), all in accordance with the plan and cost estimate in accordance with the plan and cost estimate developed by the Railroad for this specific project. The detailed plan and cost estimate (marked as Exhibits 1 and 2, respectively) are attached hereto and incorporated by reference in this Agreement, and the costs incurred by the Agency in performing the additional work described in Subsection 2(B).

(5) <u>PRELIMINARY WORK</u>: The Railroad will prepare and submit to the Commission a detailed plan and cost estimate for the work of the Project, as described during the diagnostic inspection and field review conducted on August 14, 2017, and in accordance with the provisions of the Master Agreement.

(6) <u>CHANGE ORDERS</u>: If any change is made in the original plan and extent of the work, the Commission's reimbursement to the Railroad shall be limited to costs covered by a change order, which is approved by the Commission before the performance of the work.

(7) <u>RAILROAD NOTIFICATION</u>: At least five (5) days prior to the commencement of work, 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 will 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.

(8) <u>INSTALLATION</u>:

(A) The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the installation in Subsection 2(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in 23 CFR Part 140 Subpart I and 23 CFR Part 646 Subpart B.

(B) The Agency shall complete its performance of the work described in Subsection 2(B) of this Supplemental Agreement in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(9) <u>FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK</u>: 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 CFR Part 140, Subpart I, and Chapter 34, RSMo. The applicable provisions of Title 23 CFR, and Chapter 34, RSMo, are incorporated by reference in this Agreement. If the Railroad elects to perform this work by means of a contractor paid under a contract let by the Railroad, then the Railroad shall obtain the prior written approval of the contract from the Multimodal Operations Division Director.

(10) <u>MAINTENANCE AND OPERATION</u>: The Railroad shall operate and maintain the warning devices 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.

(11) <u>RELOCATION OF SIGNALS</u>: 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.

(12) <u>PAYMENT PROVISIONS</u>: 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 for one hundred percent (100%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) of this Supplemental Agreement. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(13) <u>AUDIT OF RECORDS</u>: The Railroad shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(14) <u>AGENCY OBLIGATION</u>: The Agency hereby agrees to cooperate in the handling of traffic during construction. The Agency is obligated to install and maintain at their expense pavement markings in accordance with the MUTCD and as instructed by the diagnostic review.

(15) INDEMNIFICATION BY THE AGENCY

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agency's wrongful or negligent performance of its obligations under this Agreement.

(B) The Agency will require any contractor that it uses to perform work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer before working upon or within the Commission's right-of-way, which shall be signed by an authorized representative of the contractor representative; and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Missouri Highways and Transportation Commission, the Missouri Department of Transportation and its employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (which is currently \$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses possessed by the Agency or the Commission with regard to any applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(16) <u>NON-EMPLOYMENT OF UNAUTHORIZED ALIENS</u>: Pursuant to Section 285.530, RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(17) <u>WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS</u>: This Agreement is made subject to the approval of the proposed project by a final Administrative Order issued by the Missouri Highways and Transportation Commission or the Administrative Hearing Commission (hereinafter "AHC"), in accordance with section 389.610, RSMo Supp. 2004, Section 622.240, RSMo 2000, and any other applicable regulatory statutes or rules. With reference to the issuance of such an Administrative Order, all parties to this Agreement stipulate that the construction of the project as described in this Agreement will promote public safety, and will not adversely affect public necessity. All the parties to this Agreement further consent that the Commission or the AHC, or both, may issue one or more Administrative Orders approving and authorizing the construction of this project in conformity with the provisions of this Agreement, and requiring the parties to perform in accordance with the provisions of this Agreement. Each of the parties waives its right to notice and an opportunity for hearing before the issuance of these Administrative Orders.

(18) <u>NONDISCRIMINATION ASSURANCE</u>: 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) <u>Civil Rights Statutes</u>: The Railroad and the Agency shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad and the Agency is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) <u>Administrative Rules</u>: The Railroad and the Agency shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) <u>Nondiscrimination</u>: The Railroad and the Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin,

age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad and the Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) <u>Solicitations for Subcontracts, Including Procurements of Material</u> <u>and Equipment</u>: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad and the Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and the Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad and the Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad and the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments under this Supplemental Agreement until the Railroad and the Agency complies; and/or

2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) <u>Incorporation of Provisions</u>: The Railroad and the Agency shall include the provisions of paragraph 18 of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(19) <u>PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES</u>: If the Railroad is either a "recipient" or "contractor" within the meaning of 49 CFR Section 26.5, then the provisions in this section shall apply: As used in this section, the term "DBE" means "disadvantaged business enterprise" as defined in 49 CFR Part 26; and the term "USDOT" means the United States Department of Transportation.

(A) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Sections 3801, *et seq.*).

(B) Each contract the recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

(21) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the parties.

(22) <u>COMMISSION REPRESENTATIVE</u>: The Commission's director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(23) <u>ASSIGNMENT</u>: The Railroad shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(24) <u>AUTHORITY TO EXECUTE</u>: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(25) <u>ORIGINAL AGREEMENT</u>: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement, and all previous Supplemental Agreements between the parties relating to the same subject matter, shall remain in full force and effect.

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

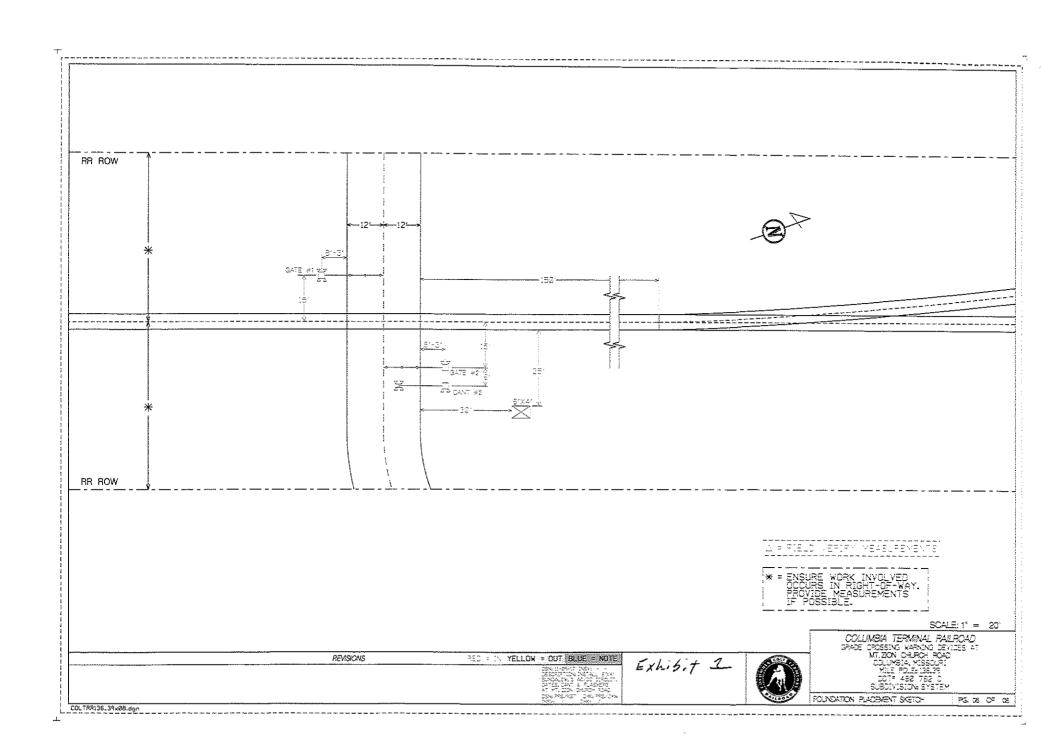
(27) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(28) <u>CANCELLATION</u>: 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. If the Commission exercises its right to cancel the Agreement for any of these reasons, the cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

(Remainder of page intentionally left blank)

last date written below. The Railroad	rties have entered into this Agreement on the d has executed this Agreement pursuant to of Columbia, MO, which was approved on the				
Executed by Railroad this day o	f20				
Executed by Agency this day of	of 20				
Executed by Commission this d	ay of 20				
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF COLUMBIA, MO (COLT RR)				
Michelle Teel Multimodal Operations Division Director	By Mike Matthes, City Manager Attest: Sheela Amin, City Clerk				
ATTEST:	Approved as to Form: Nancy Thompson, City Counselor AK				
Commission Secretary	COUNTY OF BOONE:				
APPROVED AS TO FORM:	Ву				
Senior Administrative Counsel	Presiding Commissioner BOONE COUNTY, MISSOURI				
	Ву				
	District 1 Commissioner				
	Ву				
	District II Commissioner				
	Ву				

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Columbia Terminal - M+ ZION Church R.C. (Estimate)

(Exhibit 2)

Counte Information

Quote Name	meetin march on aroun road orodaing - oblampar			
	MO ~ 00041466			
Created Date	9/15/2017			
Account	Columbia Terminal Railroad			
Contact Name	Dave Sprague			
Phone	(573) 441-5562			
Email	dave.sprague@como.gov			
Fax	(573) 474-8784			

Quarte Line It	ems		
QTY U/M	Line Description	Salos Prico	Total Prico
1.00 LOT	Mount Zion Church Road - crossing material and installation CTBR Inboy to install insulated joints	USD 167,011.77 3, ***	USD 167,011.77
	Grand Total	170,011.	77
Shipping Info	malion and Notes		
Shipping Info.	Shipment: 45 to 60 days ARO,		
	F.O.B.: origin with prepaid freight to Columbia, MO.		
Notes	The price includes the following:		
	Wired / Tested 6 x 4 House (2) Gate Flasher Assemblies W/ Galvanized Foundations (1) 16' Cantilever Assembly W LIP Foundation (AASHTO 100 MPH) Engineering Services Installation Services (Prevailing Wages) AC Meter Services Insulated Joints / Switch Materials Dress Stone / Fill Materials Bonding Materials Misc. Ground Materials – Ref. Cost Sheet Guardrails		. · ·

Price Excludes the Following:

Pull Boxes Flagging Conduits

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Ground Material			
Quote Number:	0		~ ~ ~ ~
Customer:	COLT Railroad		-l
Road Name:	Mt. Zion Chruch Rd.		<u> </u>
City, State & County:	Columbia, MO.		
Crossing No.	480762C		• • • • • • •
Miepost No.	136.37		•
State Project No.	0		
ITEM DESCRIPTION		QTY	<u> U/I</u>
nsulated Terminal Wrench, 1/2" / Triangle		1	EA
Plugboard Terminal Wrench	· · · · · · · · · · · · · · · · · · ·		EA
Battery Tray (12" x 38")			EA
Заllery Тгау (12" x 24")			EA
Battery, 472 Amp Hour			EA
Electronic Bell, 4/5" MTG.			EA
Gate Arm Light Kit w/LED and wire, 3 per set	9997 by 100 m \$ y \$ y \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		EA
Foundation, LIP, Cantilever, Single 5'		In the second seco	
18" Tall Galv. Steel Gate Foundation w/32" Square Base w/4" Entrance Pipe welded o	a hattan aftan alata (Oaka)		EA
5" Fail Gaiv. Steel Gale Foundation w32" Square Base w4" Entrance Pipe weided d	n bottom of top plate (Galv.)		EA
			EA
Sate Arm 22' HWP, Al butt sec, Fg 2nd/3rd sec (HI Intensity)		2	EA
Cast Adapter		2	EΛ
Tip Diode (Only use If you have a GE XLC)			EA
Track Cable, #6 Tw. Pr. (150-12-3933)		350	
t6 xhhw-2-Stranded Wire		3000	- Sugar an
Railroad Emergency Contact Sign - Reference Spec Prior to Ordering			EA
Mounting Kit for Railroad Crossing Signs w/Extension Bracket			EA
lex. Railroad Lock		8	EA
Copperweld Ground Rod, 5/8" X 8'			}EA
Cadweld One Shot, 5/8" (HALO) Triple		4	EA
Cadweld Rail Bonds, 3/16" x 7-1/2" XS		100	EA
Track Connector, Web, 4"		6	EA
Track Connection Kits		3	EA
Track Wire Retainer Clip, Erico #SBA248B		6	EA
PVC Sch. 80 Conduit		70	FT
C Meter Base, Breaker Box, W.H. & Pole		1	EA
nsulated Rail Joints		8	EA
Juard Rail, Half Circle, 96" Radius w/ hardware		2	EA
Concrete 4000 psi		6	YD
Iress Stone	·····		EA
leeve, 3/16 - 3/16 & 3/16 - #6 Tinned		A	EA
uct Seal			LB
ond Strand, Erico# SBS8TLINS664			FT
o Oxide Grease			EA
nti-Seize - Silver Grade 4 OZ			EA
6 Bare Copper			FT
ield Material Misc. Package			Lot
			LOL

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Factory Wired Inst	rument Shelter		
Quote Number:	0		
Customer:	COLT Railroad		.]
Road Name:	Mt. Zion Chruch Rd.		
City, State & County:	Columbia, MO.		
Crossing No.	480762C		
Milepost No.	136.37		
State Project No.	0		*******
ITEM DESCRIPTION			11/84
IT EW DESCRIPTION			U/M
Alum. 6' x 4' Shelter W/ P.O. LTS & C.E. Pipes w/ Term.	Bd./Rly Bars/Heater		EA
Power Off Light, LED, 2 Wire		2	EA
Indicator Light (Mounted on Side of House)			EA
Crossing Lamp Controller (XLC)		2	EA
Plugboard Kit For XLC		2	EA
Stick Release Timer, 10 minute		1	EA
Track Driver, TD-4			EA
Track Rectifier, Ring 10			ΕA
Resistor, Adjustable, 5 Ohm			EA
Resistor, Adjustable, 8 Ohm		3	EA
ightning Arrester, Heavy Duty		6	EA
_ightning Arrester, Clearview		26	EA
Heavy Duty Equalizer		5	EA
use Block, Single		2	EA
Fuse, 20A, NON-20		2	EA
AC Line Surge Protector, Model SP20-2A			EA
Panduit Duct, 2' X 3', 2 inch		30	FT
Panduit Cover, 2' X 3', 2 inch			FT
Panduit Duct, 2' X 3', 3 inch		18	FT
Panduit Cover, 2' X 3', 3 inch			FT
10 TC Blue Flex Wire		700	
16 TC Blue Flex Wire		700	
10/12 AMP Eyelets	·····	100	
414/16 AMP Eyelets		100	
6 AWG THHN Strand Green			FT
10 AWG THHN Solid Red			FT
10 AWG THHN Solid White			FT
6 TEFZEL Red (Battery Circuits)	······································		FT
6 TEFZEL Black (Battery Circuits)			FT
nsulated Nut			EA
Power Isolation Transformer, 120V / 120V			EA
Relay, NV, 120V, 2FB			EA
Socket, Relay 8-PIN OCT Screw			EA
Vall-Mount Type 4 12 Enclosure			EA
Panel 14.20X10.20 Fits 16 X12		THE PARTY OF THE P	EA
Keylock Handle	· · ·		EA
(CBS Xing Control Bypass Switch			EA
Plugboard Complete, B1 Relay Mtg. Kit	······································		EA
/oltage Test Post Complete			EA

B1N Relay, 4FB-2F-1B, 4 ohm Blased	3	EA
B1N Relay, 4FB-2F-1B, 500 ohm	1	EA
B1SR Relay, 4FB-2F-1B, 194 ohm 1 sec SR	2	EA
B1SR Relay, 4FB, 194 ohm 3-4 sec SR	1	EA
Terminal Flag #16-#20		EA
Terminal Flag #10-#14	20	EΑ
Battery Charger, 12V / 20A	1	EA EA
Battery Charger, 12V / 40A	1	EA
4 Post Terminal Block w/ Hardware	28	EA
Buss Strap Grd Assy.	3	FT
Tags, Slip On	0.25	
Stick-On Stencil	2	ΕĄ
Bond Strand, Erico# SBS8TLINS664	200	FT
Test Link, 1" Offset w/Gold Nut	79	EA
Terminal Block, 2 x 6 w/flat nut only		EΑ
Terminal Block, 1 x 12 w/flat nut only		EA
Terminal Block, 2 post 2-3/8" w/flat nut only	11	EA
1/4" Bevel Washer	300	EA
1/4-24 Clamp Nut Nickel	300	EA
#6 Non-Insulated Terminal Eye 1/4 stud		EA
#6 Non-Insulated Terminal Eye 5/16 stud		EA
Binding (Barrel) Nuts	150	EA
Strap, Solid, 1" Centers	10	EA
Strap, Solid, 2-3/8" Centers		EA
Buss Strap, 1" Centers 12 Hole	4	EA
Circuit Plan Holder	1	EA
-WIS Misc. Package	1	Lot

Gate/Flas	her Material		
Quote Number:	0		1
Customer:	COLT Railroad		
Road Name:	Mt. Zion Chruch Rd.		· · · · · ·
City, State & County:	Columbia, MO.		
Crossing No.	480762C		
Milepost No.	136.37		<u>)</u> 1
State Project No.	0		
ITEM DESCRIPTION		QTY	U/M
12" Head w/24" Background & Hood (Painted AL)			1
Terminal For LED Hook-up (For larger RDG & GE LED)	,	8	EA
12" LED Highway Crossing Light (HD)		· · · · · · · · · · · · · · · · · · ·	EA
Alum. Mast, 5" x 16' Base Hole 0 Degrees & Main Hole 90 D	egrees right		EA
JCT. Box Base, 5" W/2"NPT Cap	······································	·	EA
2-Way Cross Arm Assembly Less Heads (Gate Flasher)			EA
5" Crossarms Assembly Mounting Kit		2	EA
Railroad Crossing Sign, HI		2	EA
5" Mounting Kit for Railroad Crossing Signs w/Extension Bra		2	EA
Gate 3597 Mechanism Assembly, including the 5" Mast Mou	nting Hardware, Flex		
Conduit, with fittings, Long Arm Supports & Counterweight	kit for 16' - 24' Arms	2	EA
115V Gate Mech Heater (3597)		2	EA
Insulated Nut		8	EA
Test Link, 1" Offset w/Gold Nut		36	EA
Wiring Harness 18'6" Bell		2	EA
Wiring Harness 12' Light		2	EA
Wiring Hamess 8' Mech (STD)		2	EA
Gate Arm Wind Bracket, 36"			EA
Conversion Bracket Plain w/hardware		(EA
Gate/Flasher Pallet			EA
Misc. Signal Material			EA

Cantilever/Combo	o Material		
0			
Quote Number:	0		
Customer:	COLT Railroad		
Road Name:	Mt. Zion Chruch Rd.		
City, State & County:	Columbia, MO.		1
Crossing No.	480762C		
Milepost No.	136.37		<u></u>
State Project No.	0		
ITEM DESCRIPTION		QTY	U/M
Cant., 18' w/single 10" Mast, Pinn., Junct. Box & BPS		1	EA
Wiring Harness for 18' Cantilever (Mast & Tip)		1	EA
12" Head w/24" Background & Hood (Painted AL)	· · · · · · · · · · · · · · · · · · ·		
Terminal For LED Hook-up (For larger RDG & GE LI	ED)	6	EA
12" LED Highway Crossing Light (HD)			EA
1-Way Cross Arm Assembly Less Heads, Cantilever Mas		1	EA
2-Way Cross Arm Assembly Less Heads, Cantilever Tip I	Vitg.	1	EA
4" Crossarms Assembly Mounting Kit		1	EA
Railroad Crossing Sign, HI		2	EA
Arm Mounting Bracket for Railroad Crossing Signs			EA
Cant. Mast Mounting Kit for Railroad Crossing Signs		1	EA



ANNUAL WORKER ELIGIBIITY VERIFICATION AFFIDAVIT

STATE OF)						
COUNTY OF) ss.)						
On the	_ day of	······································	20,	before	me	appeared	(Affiant's
name:)		, W	no is persor	ally know	vn to	me or prov	ed on the
basis of satisfactory evidence	e to be the person v	vhose name is s	ubscribed to	this affic	lavit,	and being b	oy 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:)* of BNSF Railway Company, 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.

Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

My commission expires:

Notary Public

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