

CCO Form: RR09
 Approved: 04/04 (BDG)
 Revised: 01/13 (MWH)
 Modified: 05/13 (MWH)

Stillhouse Road, Jackson County
 Near City of Oak Grove
 USDOT No. 293 576L
 Job No. RRP-000S(373)

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

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LIST OF EXHIBITS

- EXHIBIT 1** Diagnostic Inspection and Field Review
- EXHIBIT 2** Detailed Project Plan Sheet
- EXHIBIT 3** Detailed Project Cost Estimate
- EXHIBIT 4** Business Entity Affidavit Verifying Worker Eligibility for MHTC Contract or Grant in Excess of \$5000

LIST OF ACRONYMS

- AHC** Administrative Hearing Commission
- CFR** Code of Federal Regulations
- DBE** Disadvantaged Business Enterprise
- MUTCD** Manual on Uniform Traffic Control Devices (2009 ed.)
- RSMo** Missouri Revised Statutes
- USC** United States Code
- USDOT** United States Department of Transportation
- USPS** United States Postal Service

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), The Kansas City Southern Railway Company (hereinafter, "Railroad"), and Jackson County, Missouri (hereinafter, "Agency"), pursuant to the terms of a Missouri Highways and Transportation Commission Master Agreement for Highway/Rail Crossing Improvements, executed by the Railroad on January 29, 2013, and by the Commission on January 31, 2013 (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, highway/rail grade crossing safety improvements appear to be warranted to enhance safety to both highway and railroad traffic at an existing grade crossing near Oak Grove, Jackson County, Missouri, where Stillhouse Road intersects Railroad's tracks at a point known as USDOT #293 576L; and

WHEREAS, the Agency is the authority responsible for the road previously identified; and

WHEREAS, the Commission has authority to approve the funding, installation and maintenance of highway/rail grade crossing safety improvements, as provided by law; and

WHEREAS, the Commission has certain funds available for highway/rail grade crossing safety improvements;

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

(1) PURPOSE AND RELATIONSHIP TO MASTER AGREEMENT: The purpose of this Agreement is to supplement the Master Agreement and to provide specific terms relating to the scope of work, funding, installation, and maintenance of highway/rail grade crossing construction or safety improvements at the crossing identified above. All matters addressed in this Agreement shall be subject to and performed in accordance with the Master Agreement, which is incorporated by reference in this Agreement.

(2) SCOPE OF WORK:

(A) Work Reimbursable by Commission: The work to be performed under this Agreement (the "Project") consists of the installation of flashing light signals and gates with LED lights and a signal bungalow with constant warning time circuitry. The flashing light signals and gates; signal bungalow and constant warning time train detection circuitry will be relocated from the Woods Chapel Road highway/rail grade crossing (USDOT #293 587Y) located in Blue Springs, Jackson County, Missouri, as shown on the Diagnostic Review (Exhibit 1), the Plan Sheet (Exhibit 2), and the Cost Estimate (Exhibit 3), each of which is attached hereto and

incorporated by reference in this Agreement. All Project work performed in accordance with this Agreement, including any work done under an approved change order thereto, shall be reimbursable to the extent provided in Paragraph (3)(A) of this Supplemental Agreement, except for the work specified in Paragraph (2)(B) below.

(B) Other Work: The costs of the following work shall not be included in costs reimbursable by the Commission: the Agency's installation of painted stop lines, no closer than 15 feet in advance of the nearest rail, on both sides of the Stillhouse Road Grade Crossing.

(3) FUNDING:

(A) Reimbursement of Eligible Costs:

1. The Commission shall reimburse the Railroad for fifty percent (50%) of the eligible costs of the Project in accordance with the Railroad's plan (Exhibit 2) and cost estimate (Exhibit 3), utilizing Federal funds pursuant to 23 U.S.C. Section 130 (as that section has been and periodically may be amended), in combination with available State funds.

2. The Railroad shall be responsible for fifty percent (50%) of the eligible costs of the Project in accordance with the Railroad's plan (Exhibit 2) and cost estimate (Exhibit 3).

3. Any costs incurred by the Railroad for work performed at another grade crossing, which is made necessary to accommodate the work at the grade crossing(s) specified above in the first WHEREAS clause of this Agreement, shall be excluded from eligible costs, and the Railroad shall be responsible for these costs, unless these costs are itemized separately, either in the cost estimate (Exhibit 3) approved by the Commission, or in an approved change order, and in the Railroad's statements of costs.

(B) Other Costs: Costs incurred for labor or materials for work specified in subsection (2)(B) of this Agreement, if any, shall not be included in "eligible costs" as defined in the Master Agreement. These costs shall not be payable or reimbursable by the Commission, but shall be payable by others as provided in this subsection: one hundred percent (100%) by the Agency.

(4) INSTALLATION: The Railroad, upon receipt of the Commission's Administrative Order approving the Project, and after the effective date of the Order, shall furnish all labor and material and complete the installation in accordance with the Administrative Order, the Master Agreement, the attached plan (Exhibit 2) and cost estimate (Exhibit 3), and in substantial compliance with the edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* in force on the effective date of this Agreement.

(5) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices at the Railroad's expense as long as trains operate through the crossing; or until the Commission consents to the Railroad's assignment, transfer or delegation of any obligation pursuant to this section; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned or closed, or if the Commission and the Railroad mutually agree that the operation and maintenance of the signals is unnecessary. This section is not intended to limit the Railroad's authority to contract with third parties to fulfill the Railroad's obligations under this section, except that such a contract shall not relieve the Railroad of those obligations without the Commission's consent.

(6) RELOCATION OF WARNING DEVICES: In the event the warning devices constructed pursuant to this Agreement become unnecessary for any reason stated above in section (5), the Railroad shall remove the warning devices. If mutually agreeable, then the Railroad shall re-install the devices at another crossing. If that is not mutually agreeable, then the Railroad shall either:

(A) Transfer the warning devices to the Commission for reassignment to another Railroad, if directed by the Commission; or

(B) Salvage the warning devices for the Railroad's own use; except that in this event, the Railroad shall pay the Commission a reasonable salvage value for the warning devices removed from this location, to be agreed upon between the Commission and the Railroad in accordance with any applicable Federal regulations.

(7) PAYMENT PROVISIONS: The Commission's payments to the Railroad relating to this Project shall be governed by the payment provisions in the Master Agreement.

(8) ADDITIONAL AGENCY OBLIGATIONS: The Agency hereby agrees to cooperate in the handling of traffic during construction. The Agency is obligated to install and maintain at its expense advance warning signs and pavement markings in accordance with the MUTCD.

(9) AMENDMENTS: Except for change orders as referenced in section (13) of the Master Agreement, any change in this Agreement, whether by modification or supplementation, must be accomplished by a contract amendment signed and approved by the duly authorized representatives of the parties.

(10) COMMISSION REPRESENTATIVE: The Commission's director of multimodal operations is designated as the Commission Representative for the purpose of administering the provisions of this Agreement, except that, with reference to change orders, the Commission Representative shall include the Commission's administrator of railroads and railroad safety specialists.

(11) BINDING EFFECT; ASSIGNMENT: This Agreement shall be binding upon the parties hereto, their successors and assigns. The Railroad shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission, which the Commission will not unreasonably withhold.

(12) PUBLIC NECESSITY AND SAFETY: The parties understand and agree that the installation and maintenance of the highway/rail grade crossing safety improvements described in this Agreement will not adversely affect public necessity and will promote public safety.

(13) VENUE: 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.

(14) TERMINATION: The Commission may terminate this Agreement at any time before the issuance of an Administrative Order approving the Project, by giving the other parties written notice of termination. The Commission shall reimburse the Railroad for all eligible costs the Railroad has incurred pursuant to this Agreement before the effective date of the notice of termination. In consideration of the Commission's reimbursement of these costs to the Railroad, the Railroad grants to the Commission the unlimited, but non-exclusive, right to access and use any or all of the preliminary engineering, designs, plans, estimates, and other work product resulting from the expenses incurred by the Railroad concerning this Project.

(15) NOTICES BY RAILROAD:

(A) The Railroad shall notify the Commission at least five (5) days in advance of the day it proposes to start work on the Project. The Railroad may deliver equipment and materials to the designated Project location before giving this notice, but the Commission shall not reimburse any costs incurred for the storage, rental, detention or use of equipment or materials before the date when the Railroad starts work on the Project.

(B) If the Commission does not timely receive notice from the Railroad as required by subsection (A) of this section, then, until the Commission has completed its final audit of the Project, the Commission may withhold payment of five percent (5%) of the unpaid amount in the Railroad's "FINAL BILL." If, within three (3) years from the Commission's payment of ninety-five percent (95%) of the Railroad's "FINAL BILL" for the Project, the Commission has not begun a final audit of the Project or notified the Railroad of its intent to conduct a final audit, the Commission shall, upon receipt of the Railroad's written request, promptly pay the Railroad the five percent (5%) previously withheld.

(C) The Railroad shall promptly notify the Commission when all the safety improvements described above in Section (2), SCOPE OF WORK, have been placed in service. If any additional work described in Section (2) remains to be performed by the Railroad after the date of this notice, then the notice shall briefly describe this additional work and the date when the Railroad expects to complete all of this work.

(16) NOTICE TO THE PARTIES:

(A) Except when this Agreement or the addressee expressly directs otherwise, each party shall deliver any notice or other communication required or permitted by this Agreement to the other parties in writing, either by personal delivery, United States mail, facsimile delivery (FAX), or electronic mail (E-mail), addressed as follows:

1. To the Commission:
ATTN: Michelle Teel
Missouri Department of Transportation
Multimodal Operations Director
105 W. Capitol Ave.
P.O. Box 270
Jefferson City, MO 65101
Facsimile: 573-526-4709
E-mail: Michelle.Teel@modot.mo.gov;
2. To the Railroad:
ATTN: Daniel L. Lites
The Kansas City Southern Railway Company
4601 Hilry Huckaby III Dr.
Shreveport, LA 71107
E-mail: DLites@KCSouthern.com;
3. To the Agency:
ATTN: Mike Sanders
Jackson County Executive
415 E. 12th Street, 2nd Floor
Kansas City, MO 64106
E-mail:jacksongov.gov;

(B) Notice to another party shall be effective immediately upon delivery to that party, unless the notice specifies a later effective date. If any party to this Agreement sends a notice or other communication addressed to another party as stated above, by first class mail with postage prepaid and properly displaying the sender's return address, then all parties shall consider the notice to be delivered to the addressee on the third day after the sender deposited the notice in a United States Postal Service (USPS) mail box, unless USPS returns the notice to the

sender. If requested by any other party, the addressee will immediately acknowledge when it received delivery of a notice or other communication required or permitted by this Agreement.

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

(18) EXISTING AGREEMENTS: Except as modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties, which are currently in force with reference to any grade crossing specifically identified in this Agreement, shall remain in full force and effect.

(19) INDEMNIFICATION:

(A) By Railroad: The Railroad shall indemnify and save harmless the Agency from damages or claims for damages arising as a proximate result of the negligence of the Railroad or its employees or contractors in connection with the Project described in this Supplemental Agreement.

(B) By Agency:

1. 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.

2. The Agency will require any contractor that it uses to perform work under this Agreement:

A. 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

B. 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.

3. 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.

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

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

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 4.

(21) NONDISCRIMINATION ASSURANCE: If this Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation (USDOT), then the provisions in this section shall apply to the Railroad with regard to work under this Supplemental Agreement:

(A) Civil Rights Statutes: The Railroad 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 is providing services or operating programs on behalf of the Commission under this Supplemental Agreement, then the Railroad shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted

programs of the USDOT (49 CFR, Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Railroad, including any subrecipient or subcontractor of the Railroad, shall not unlawfully discriminate on the basis of race, color, religion, creed, disability, national origin, age, ancestry or sex of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad's failure to carry out these requirements is a material breach of this Agreement, because of which the Commission may terminate this Agreement and pursue any other lawful remedy. The Railroad shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad 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 of the requirements of this Agreement relative to nondiscrimination prohibiting unlawful discrimination 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 shall provide to the authorized personnel of the State of Missouri, or of the Federal government, having jurisdiction with respect to the nondiscrimination provisions of this section all information and reports required by section (21) of this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities reasonably related to ascertaining compliance with section 21 of this Agreement. Where any information required of the Railroad is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT determines to be appropriate, including but not limited to

1) Withholding of payments under any Supplemental Agreement which incorporates this Agreement until the Railroad complies;

2) and/or cancellation, termination or suspension of any Supplemental Agreement which incorporates this Agreement.

(G) Incorporation of Provisions: The Railroad shall include or expressly incorporate by reference the provisions of Section (21) of this 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 USDOT. The Railroad will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad may request the USDOT to enter into such litigation to protect the interests of the United States.

(22) WAIVER OF NOTICE AND HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Project may require approval by a final Administrative Order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with Sections 389.610, 621.040, 622.240, RSMo, or other applicable laws. The parties consent that the Commission or AHC, or both, may issue Administrative Orders approving and authorizing the completion of this Project in conformity with the provisions of this Agreement, and each of the parties waives its right to notice and an opportunity for hearing regarding the issuance of these Administrative Orders.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below. The Agency, if applicable, has executed this Agreement pursuant to its Ordinance No. _____, which was approved on the ____ day of _____, 20__.

Executed by Railroad this 8 day of October, 2013.

Executed by Agency this _____ day of _____, 20__.

Executed by Commission this _____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

Michelle Teel
Multimodal Operations Division
Director

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By Jim Giv

Name Jeff Samson

Title VP

ATTEST:

By _____

Commission Secretary

AGENCY

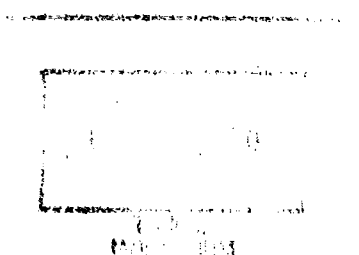
By _____

Title _____

ATTEST:

By _____

Title _____



SI
F



FIELD NOTES
GRADE CROSSING FIELD INSPECTION FORM

Date: 11/27/12

USDOT# <u>293 576L</u>	RR <u>KCS</u>	City <u>OAK GROVE</u>	County <u>JACKSON</u>
Street/Highway <u>STILLHOUSE RD</u>		Roadway Maintained By <u>JACKSON COUNTY</u>	
Description of Proposed Improvements <input type="checkbox"/> CORRIDOR PROJECT: Y or N <input checked="" type="checkbox"/> STAND ALONE or NO <input type="checkbox"/> SAFETY ENHANCEMENT PROGRAM: Y or N			WHO WILL INSTALL THIS? <u>MP 400.47</u>
			RECOMMENDED DIVISION OF COST

TYPE SIGNALS ACTUAL COST <input checked="" type="checkbox"/> NO. NEEDED: <u>8 total</u> <u>6 LED gate arm lights</u> MAST MOUNTED: _____ FLASHING LIGHTS _____ CANTILEVERS _____ LIGHTS AND GATES <u>8</u> AUDIBLE BELLS <u>2</u> SIDELIGHTS _____ QUADRANTS: _____ OTHER _____ TYPE LENSES: FRONT: _____ 70 30/15 <u>LED</u> OTHER _____ BACK: _____ 70 30/15 <u>LED</u> _____ CANTILEVERED: _____ 70 20/32 <u>LED</u> _____ SIDE: _____ 70 30/15 <u>LED</u> _____ CIRCUITRY (redundant) <u>40</u> RAILROAD OPERATING SPEED <input checked="" type="checkbox"/> CWT _____ ISLAND (TYPE) _____ <input type="checkbox"/> MOTION _____ PREEMPTION? Y or N <input type="checkbox"/> STUDY NEEDED? Y or N <input type="checkbox"/> PREEMPTION? Y or N ADVANCE _____ SEC. NEEDED _____ SIMULTANEOUS? <u>293 587</u> Y NAME OF INTERSECTING ROADWAY NEARBY _____ OTHER _____ HTS CONTROLLER? Y or N HTS? Y or N SIGNAL LINES: Y or N UTILITY LINES: Y or N BUNGALOW LOCATION PREFERRED QUADRANT (per timetable directions) _____ ANY, <input checked="" type="checkbox"/> NE, _____ SE, <input checked="" type="checkbox"/> SW, _____ NW VARIANCE NEEDED FOR DISTANCE * FROM TRACKS: Y or N _____ APPROXIMATE DISTANCE _____ FEET OTHER: _____ * Standard measurements 30 feet from road and 25 feet from cl track	KCS	MoDOT District _____ % FED _____ % MoDOT-MO <u>50</u> % RR <u>50</u> % CITY/CO _____ % OTHER _____ % OTHER _____ %
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CROSSING ACTUAL COST _____ SURFACE TYPE SUGGESTED _____ WIDTH of ROAD _____ FEET XING LENGTH _____ FEET RELOCATION: Y or N HOW FAR _____ FEET N S E W ANGLE _____ DEGREE _____	N/A	MoDOT District _____ % FED _____ % MoDOT-MO _____ % RR _____ % CITY/CO _____ % OTHER _____ % OTHER _____ %
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CLOSURE <input type="checkbox"/> BARRICADES: _____ BOTH SIDES _____ ONE SIDE _____ SIDE <input type="checkbox"/> SIGNS/MARKERS: _____ <input type="checkbox"/> ROAD OBLITERATION: _____ BOTH SIDES _____ ONE SIDE OTHER: _____	N/A	MoDOT District _____ % FED _____ % MoDOT-MO _____ % RR _____ % CITY/CO _____ % OTHER _____ %
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ROAD CONSTRUCTION		
ROAD DESIGN BEFORE SIGNALS ARE DESIGNED: Y or N DOES R-O-W HAVE TO BE ACQUIRED? Y or N WILL CONSTRUCTION NEED TO BE IN DIFF. PHASES? Y or N IF SO, EXPLAIN: _____ _____ _____ SURFACE: _____ CONCRETE _____ ASPHALT _____ GRAVEL AVERAGE WIDTH OF ROAD _____ FEET (PROPOSED) APPROACH GRADES: _____% AND _____% RELOCATION: Y or N HOW FAR _____ FEET N S E W SIDEWALKS: _____ ADVANCE WARNING SIGNS: Y or N PAVEMENT MARKINGS: Y or N SHOULDERS _____ CURBS _____ RAISED MEDIANS _____ DRAINAGE _____ OTHER: _____	N/A	MoDOT District _____ % FED _____ % MoDOT-MO _____ % RR _____ % CITY/CO _____ % OTHER _____ % OTHER _____ %

ADJACENT AREA		
ADDITIONAL TRACKS? _____ MAIN _____ SIDING _____ INDUSTRIAL _____ OTHER RAILROADS NEARBY: Y or <input checked="" type="checkbox"/> _____ (Name(s)) _____ NEED SIGNALS INTERCONNECTED: Y or <input checked="" type="checkbox"/> WHO MAINTAINS INTERCONNECTS? _____ ADDITIONAL CROSSINGS: Y or <input checked="" type="checkbox"/> NUMBER OF _____ ADDITIONAL SIDE STREETS OR DRIVEWAYS: Y or <input checked="" type="checkbox"/> UTILITIES? _____ OTHER: _____		MoDOT District _____ % FED _____ % MoDOT-MO _____ % RR _____ % CITY/CO _____ % OTHER _____ % OTHER _____ %

SPECIAL CONSIDERATIONS		
EXEMPT SIGNS: Y or <input checked="" type="checkbox"/> DO NOT STOP ON TRACKS SIGNS: Y or <input checked="" type="checkbox"/> HUMP CROSSING SIGN: Y or <input checked="" type="checkbox"/> TRUCK PULL OFF LANES: Y or <input checked="" type="checkbox"/>		

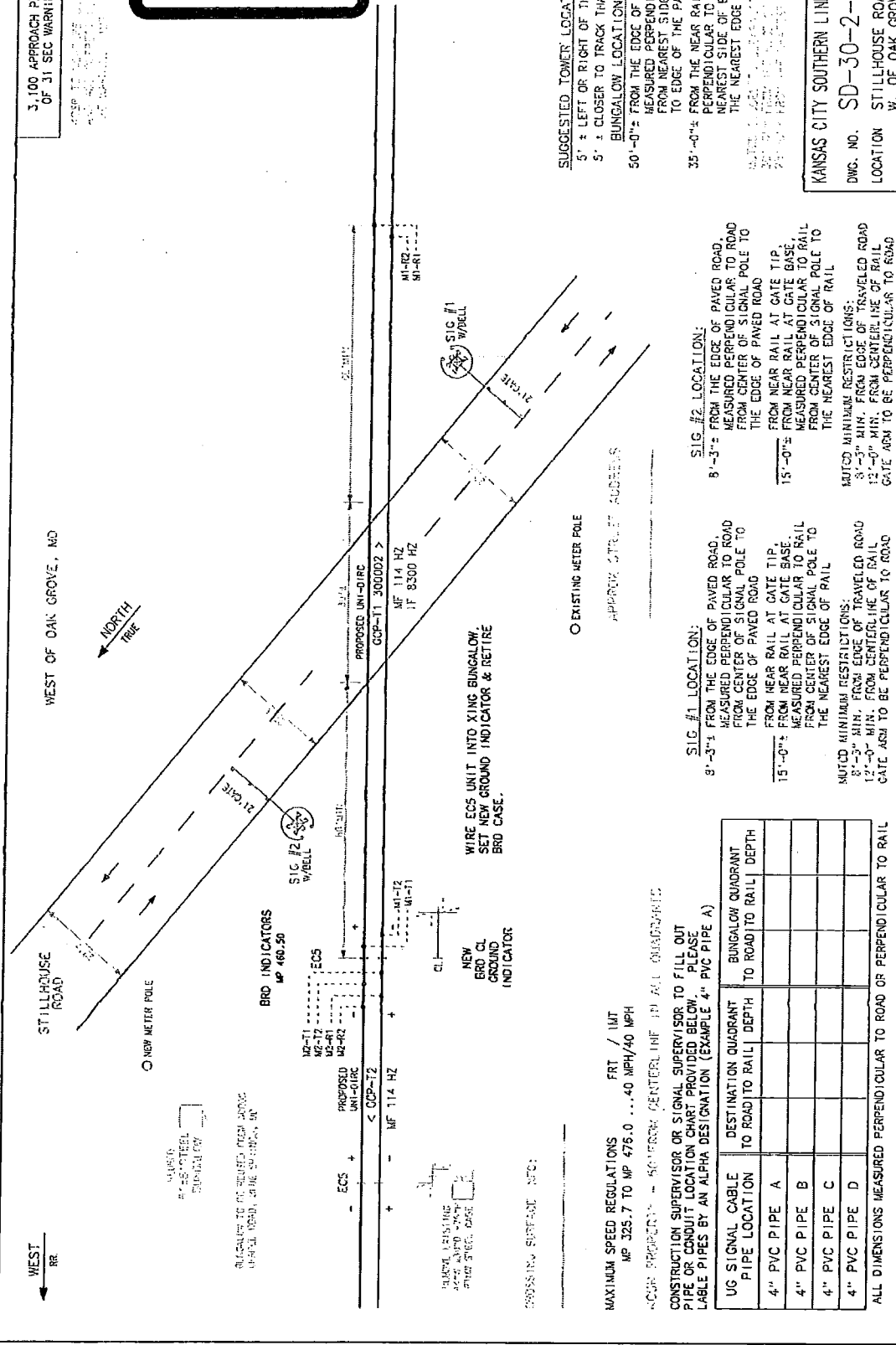
INTERIM RELIEF		
HIGHWAY TRAFFIC STUDY: Y or <input checked="" type="checkbox"/> STOP SIGNS & STOP AHEAD SIGNS: Y or <input checked="" type="checkbox"/> OTHER: _____		

ADDITIONAL COMMENTS		
Flushing light signals & gates to be relocated from Woods Chapel Rd xing DOT 293 587 Y Jackson Co. to relocate stop lines after signal marks are installed		

PERSONS IN ATTENDANCE: (NOTE: IF MEETING MORE THAN ONE TIME, PLACE INITIALS AND DATE BY THE AREAS THAT APPLY)		
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MoDOT-MO: <u>Jed Wright</u>	Phone: <u>573-751-5969</u>
MoDOT District: <u>D-1</u>	Phone: _____
CITY/COUNTY/OTHER: <u>D-1</u>	Phone: _____
RAILROAD: _____	Phone: _____
OTHERS PRESENT: <u>JK</u>	Phone: _____

3.100 APPROACH PROVIDES A MAXIMUM OF 31 SEC WARNING TIME AT 60 MPH



SUGGESTED TOWER LOCATION:
 5' ± LEFT OF RIGHT OF THE BUNGALOW
 5' ± CLOSER TO TRACK THAN BUNGALOW
 BUNGALOW LOCATION:
 50'-0" FROM THE EDGE OF PAVED ROAD.
 MEASURED PERPENDICULAR TO ROAD
 FROM NEAREST SIDE OF BUNGALOW
 TO EDGE OF THE PAVED ROAD
 35'-0" FROM THE NEAR RAIL, MEASURED
 PERPENDICULAR TO RAIL FROM
 NEAREST SIDE OF BUNGALOW TO
 THE NEAREST EDGE OF RAIL

SIG #1 LOCATION:
 8'-3" FROM THE EDGE OF PAVED ROAD,
 MEASURED PERPENDICULAR TO ROAD
 FROM CENTER OF SIGNAL POLE TO
 THE EDGE OF PAVED ROAD
 FROM NEAR RAIL AT GATE TIP,
 MEASURED PERPENDICULAR TO RAIL
 FROM CENTER OF SIGNAL POLE TO
 THE NEAREST EDGE OF RAIL
MINUTED MINIMUM RESTRICTIONS:
 8'-3" MIN. FROM EDGE OF TRAVELED ROAD
 12'-0" MIN. FROM CENTERLINE OF RAIL
 GATE ARM TO BE PERPENDICULAR TO ROAD

SIG #2 LOCATION:
 8'-3" FROM THE EDGE OF PAVED ROAD,
 MEASURED PERPENDICULAR TO ROAD
 FROM CENTER OF SIGNAL POLE TO
 THE EDGE OF PAVED ROAD
 FROM NEAR RAIL AT GATE TIP,
 MEASURED PERPENDICULAR TO RAIL
 FROM CENTER OF SIGNAL POLE TO
 THE NEAREST EDGE OF RAIL
MINUTED MINIMUM RESTRICTIONS:
 8'-3" MIN. FROM EDGE OF TRAVELED ROAD
 12'-0" MIN. FROM CENTERLINE OF RAIL
 GATE ARM TO BE PERPENDICULAR TO ROAD

MAXIMUM SPEED REGULATIONS FRT / IMT
 MP 325.7 TO MP 475.0 ... 40 MPH/40 MPH

YOUR PROPERTY - SOMEHOW CENTERLINE IN ALL QUADRANTS
 CONSTRUCTION SUPERVISOR OR SIGNAL SUPERVISOR TO FILL OUT
 PIPE OR CONDUIT LOCATION CHART PROVIDED BELOW. PLEASE
 LABEL PIPES BY AN ALPHA DESIGNATION (EXAMPLE 4" PVC PIPE A)

UG SIGNAL CABLE PIPE LOCATION	DESTINATION QUADRANT TO ROAD TO RAIL	DEPTH	BUNGALOW QUADRANT TO ROAD TO RAIL	DEPTH
4" PVC PIPE A				
4" PVC PIPE B				
4" PVC PIPE C				
4" PVC PIPE D				

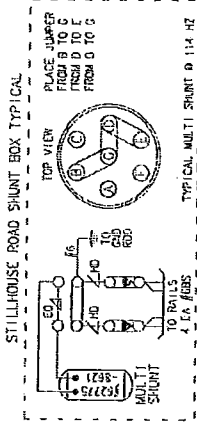
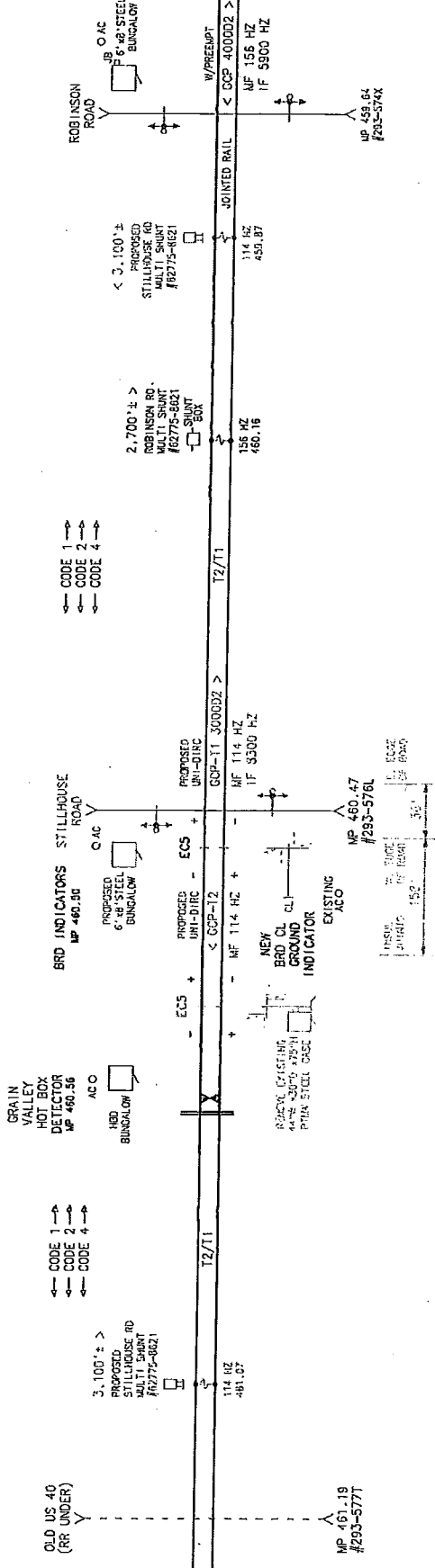
ALL DIMENSIONS MEASURED PERPENDICULAR TO ROAD OR PERPENDICULAR TO RAIL

REVISION BLOCK
 FLASHES & GATES
 IN SERVICE

WEST
RR

4 16, 718' ± | 14, 100' ± >
ECS 11
RESIDENT

WEST OF OAK GROVE, MO



SHUNT BAR MOUNTED 9 FT FROM NEAR RAIL
G2B SPECIALTIES PART #500400-100-03
ALL SIZES BY DIMENSIONS SHOULD BE MEASURED FROM THE ASSOCIATED COP OR AS TRACED CIRCUIT TO THE DIMENSIONS SHOWN.
REFERENCE USE 3000 WITH LOCATIONS SHOWN IN THE DRAWING FOR THE LOCATION OF THE SHUNT BAR. THE SHUNT BAR SHOULD BE SELECTED FROM THE TABLE FOR THE INDICATOR SHUNT CONNECTION.

ASSET #216001

SEE MATERIAL SPECIFICATIONS AND THE BUDGET FOR THE SHUNT BAR. THE SHUNT BAR SHOULD BE MEASURED FROM THE ASSOCIATED COP OR AS TRACED CIRCUIT TO THE DIMENSIONS SHOWN.
100' FROM THE NEAREST END OF ROAD
40' FROM THE NEAREST END OF RAIL
ECS 11 RESIDENT
CONTACT CHRIS ASHLEY (417) 238-2182
OFFICE 318-676-6621, CELL 318-751-8225
FAX 318-676-6621, CELL 318-751-8225

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.
DWG. NO. SD-30-2-460.47B
LOCATION STILLHOUSE ROAD W. OF OAK GROVE, MO
FILE SD-30-5-460.47
DOT NO. 293-576L
MILE POST 460.47

REVISION
BLOCK

INSTALLATION AND DESIGN INFORMATION

APPROACH AND WARNING TIME CALCULATIONS	CP-11 MAIN TRK	CP-12 MAIN TRK	OTHER TRK	OTHER TRK
MINIMUM WARNING TIME PLUS CLEARANCE TIME	20 SEC 4 SEC	20 SEC 4 SEC		
PLUS BUFFER TIME	5 SEC	5 SEC		
TOTAL WARNING TIME	29 SEC	29 SEC		
TOTAL WARNING TIME PLUS EQUIP RESPONSE PLUS ADVANCE PREEMPT	29 SEC 5 SEC 0 SEC	29 SEC 5 SEC 0 SEC		
TOTAL APPROACH TIME	34 SEC	34 SEC		
MAX. TRAIN SPEED	60 MPH	60 MPH		
EQUATION FEET/SECOND	1.4667×1.4667	1.4667×1.4667		
SPEED FEET PER SECOND	88.0 FPS	88.0 FPS		
TOTAL APPROACH TIME	34 SEC	34 SEC		
SPEED FEET PER SECOND	88.0×88.0	88.0×88.0		
APPROACH DISTANCE (MEASURED FROM TIE-IN POINTS)	2,992'	2,992'		
DISTANCE ROUNDED UP TO	3,100'±	3,100'±		
CLEARANCE DISTANCE FOR DESIGN PURPOSE WAS ESTIMATED TO BE THIS DISTANCE SHOULD BE MEASURED EXACTLY AS PART OF THE INSTALLATION PROCESS, PER DIRECTIONS SHOWN IN CHART				63'±

MUTCD MINIMUM RESTRICTIONS FOR LOCATION AND CLEARANCE DIMENSIONS FOR FLASHER & GATE SIGNALS SHALL BE:

WHEN THERE IS A CURB...
 A HORIZONTAL CLEARANCE OF AT LEAST 2'-0" SHALL BE PROVIDED FROM THE FACE OF THE VERTICAL CURB TO THE CLOSEST PART OF THE SIGNAL OR GATE ARM IN ITS UPRIGHT POSITION.

WHEN THERE IS A SHOULDER, BUT NO CURB...
 A HORIZONTAL CLEARANCE OF AT LEAST 2'-0" FROM THE EDGE OF A PAVED OR SURFACED SHOULDER SHALL BE PROVIDED WITH A CLEARANCE OF AT LEAST 6'-0" FROM THE EDGE OF THE TRAVELED WAY.

WHEN THERE IS NO CURB OR SHOULDER...
 THE MINIMUM HORIZONTAL CLEARANCE SHALL BE 6'-0" FROM THE EDGE OF THE TRAVELED WAY.

MUTCD SUGGESTED LATERAL CLEARANCE FOR EQUIPMENT HOUSING (CONTROLLER CABINETS):
 EQUIPMENT HOUSING SHOULD HAVE A LATERAL CLEARANCE OF AT LEAST 30'-0" FROM THE EDGE OF THE HIGHWAY AND WHERE RAILROAD PROPERTY AND CONDITIONS ALLOW, AT LEAST 25'-0" FROM THE NEAREST RAIL.

- PROJECT NOTES:**
- PROPOSED TO INSTALL THE FOLLOWING AS PART OF THIS STATE PROJECT:
 - 2 EA. FLASHER & GATE SIGNALS WITH 12" LED LIGHTS
 - 1 EA. 6' x 8' STEEL BUNGALOW WITH A CONSTANT WARNING TIME TRAIN DETECTION SYSTEM AND REPORTING SYSTEM
 - 2 EA. 2/3RDS CIRCULAR GUARD RAILS WITH END TERMINAL CURLS
 - 2 EA. SHUNT BOX ASSEMBLIES WITH MULTI SHUNTS
 - 1 EA. 20' FOLD-OVER TOWER WITH ANTENNA MOUNTED ON TOP
 - 1 EA. 220 VAC METER POLE UNDER ROADWAY MAY BE INSTALLED BY DIRECTIONAL BORING METHOD
 - APPROX. TONS OF FILL MATERIAL REQUIRED FOR BUNGALOW & SIGNALS
 - ANY UTILITIES THAT INTERFERE WITH PROPER SIGNAL PLACEMENT WILL BE RELOCATED AT PROJECT EXPENSE
 - ANY POWER LINES IN AREA WILL NEED TO BE AT LEAST 10' FROM TOP OF GATE ARM IN RAISED POSITION (VERTICAL)
 - ANY DRAINAGE WORK REQUIRED FOR THE PROPER SIGNAL OR BUNGALOW PLACEMENT WILL BE AT PROJECT EXPENSE
 - ALL PROPOSED DIMENSIONS ARE PLUS OR MINUS AT THE DISCRETION OF THE KCS SIGNAL SUPERVISOR AND/OR THE KCS PROJECT ENGINEER, IF WITHIN THE STATE GUIDELINES

PLEASE MEASURE EXACT CLEARANCE DISTANCE AS FOLLOWS:
 MEASURE ALONG THE EDGE OF ROAD - FROM GATE ARM DOWN TO 6' MIN. BEYOND THE FARTHEST RAIL (6' IS MEASURED PERPENDICULAR TO RAIL)
 MEASURE AT CENTER LINE OF ROAD - FROM GATE ARM DOWN TO 6' MIN. BEYOND THE FARTHEST RAIL (6' IS MEASURED PERPENDICULAR TO RAIL)
 USE THE LONGEST DISTANCE MEASURED ABOVE TO DETERMINE CLEARANCE TIME IF OVER 35' MIN., AS PER THE CHART BELOW
 ADD THE LONGEST CLEARANCE TIME TO THE WARNING TIME

CLEARANCE DISTANCE MEASUREMENTS			
SIG #1 = AT EDGE OF ROAD	SIG #1 = CENTER OF ROAD	SIG #1 = LONGEST DISTANCE	SIG #1 = CLEARANCE TIME = CT
SIG #2 = AT EDGE OF ROAD	SIG #2 = CENTER OF ROAD	SIG #2 = LONGEST DISTANCE	SIG #2 = CLEARANCE TIME = CT
CT = CLEARANCE TIME	0' TO 35' = NONE	96' TO 105' = 7 SEC CT	
	36' TO 45' = 1 SEC CT	106' TO 115' = 8 SEC CT	
	46' TO 55' = 2 SEC CT	116' TO 125' = 9 SEC CT	
	56' TO 65' = 3 SEC CT	126' TO 135' = 10 SEC CT	
	66' TO 75' = 4 SEC CT	136' TO 145' = 11 SEC CT	
	76' TO 85' = 5 SEC CT	146' TO 155' = 12 SEC CT	
	86' TO 95' = 6 SEC CT	156' TO 165' = 13 SEC CT	

STATE IDENTIFICATION...

F.A.P. NO.
 STATE PROJECT
 DOT NO.
 ROAD
 CITY
 COUNTY

STATE PROJECT ENGINEER:
 NAME
 ADDRESS
 CITY, STATE
 OFFICE:
 CELL:
 E-MAIL:
 2 WEEKS NOTICE REQUIRED

SIGNAL FOREMAN TO CALL
 STATE PROJECT ENGINEER
 WHEN GANG SHOWS UP AT
 JOB SITE TO BEGIN WORK

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.
 DWG. NO. SD-30-2-460.47B1
 LOCATION STILLHOUSE ROAD
 W. OF OAK GROVE, MO
 FILE SD-30-5-460.47
 DOT NO. 293-576L
 MILE POST 460.47

REVISION
 BLOCK



**KANSAS CITY SOUTHERN RAILWAY COMPANY
GRADE CROSSING WARNING DEVICES
SIGNAL PROJECT ESTIMATE OF COST**

ESTIMATE IS DEFINED AS: TO PRODUCE A STATEMENT OF APPROXIMATE COST

EXHIBIT
3

DATE 9/10/13

Project Description & Location...

PROPOSED TO INSTALL TWO FLASHER SIGNALS WITH GATES AND A 6' x 8' STEEL BUNGALOW WITH CONSTANT WARNING TIME GCP UNIT RELOCATED FROM WOODS CHAPEL ROAD IN BLUE SPRINGS, MO TO THE CROSSING OF KCS RAILWAY TRACKS WITH STILLHOUSE ROAD WEST OF OAK GROVE, MO

... REQUIRES NEW EC5 BRD INDICATOR LOCATED AT THE CROSSING

States Identification... STILLHOUSE ROAD WEST OF OAK GROVE JACKSON COUNTY DOT NO. 293-576L JOB NO. ORDER NO.	Funding Mechanism... SIGNAL PROJECT 50% 100% MO/DOT 50% KCS	Railroads Identification... FILE NO. SD-30-5-460.47 DOT NO. 293-576L MILE POST 460.47 ASSET #926001 MIDCONTINENT DIVISION MEXICO SUBDIVISION
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MATERIAL Description & Pricing Info...	QTY	Unit	Unit Price	TOTAL
HOUSE MATERIALS, track modules, EC5, etc.	1	LOT	17,000	\$ 17,000.00
FLASHER & GATE SIGNALS, 12" LED Lights, Aluminum Gate Arms, LED Gate Lights, Signs, Bells, with any side lights as per State Specifications.	1	LOT	16,000	\$ 16,000.00
SIGNAL GROUND MATERIAL, Foundations, Underground Wire & Cable, Guard Rails, Multi Shunt Boxes at approaches, Track Connectors, Bond Wires, wiring materials, etc.	1	LOT	24,000	\$ 24,000.00
Containerized Freight Charges, Safelran Systems	1	LOT	5,000	\$ 5,000.00
10% Material Contingency Fee, Safelran Systems	1	LOT	4,000	\$ 4,000.00
PROJECT MATERIAL, Cover Rock or Fill Material, 220 Volt AC Service Pole, boring, etc Directional Boring with 4" PVC Pipe as determined by Railroad, retaining wall, etc.	1	LOT	25,000	\$ 25,000.00
Public Road Authority to perform any culvert or drainage work required, cost not included MATERIAL RELEASED... none				
SEE KCSR LAYOUT PLAN... DWG NO SD-30-2-460.47A-B1				
MATERIAL SUB TOTAL =				\$ 91,000.00

LABOR & ADDITIVES, Equipment, Engineering...	QTY	Unit	Unit Price	TOTAL
KCS LABOR with Additives, all Signal Dept. Personnel required for Administration, and for Field Installation, testing and cut-over as directed by the Signal Engineer. 12d	1	Const	53,040	\$ 53,040.00
EQUIPMENT CHARGES, for Signal Dept Pickup Trucks, Backhoes, Boom Trucks, etc.	1	Const	16,770	\$ 16,770.00
KCS PERSONAL EXPENSES, for all Signal Dept Personnel	1	Const	8,190	\$ 8,190.00
CONTRACT ENGINEERING, for Layout Design, Quote Plans, Material Lists, Layout Plans & Estimate, Shop Wiring & Field Construction Plans as directed by the RR (JaKay)	1	Const	17,500	\$ 17,500.00
CONTRACT ACCOUNTING, Project Cost Tracking System through the life of the project, Completion Reports and assist Accounting with Final Billing preparation. (BHS)	1	Const	5,000	\$ 5,000.00
UTILITY COORDINATION, arrangements for new electrical service, relocation of utilities, arrange for rock & fill material, project coordination as directed by the RR (JaKay)	1	Const	3,500	\$ 3,500.00
KCS LABOR with Additives, TO REMOVE & RELOCATE MATERIALS FROM WOODS CHAPEL ROAD 3d	1	Const	19,500	\$ 19,500.00
THIS ESTIMATE IS LIMITED TO 180 DAYS FROM DATE OF ISSUANCE, KCS SHALL AUTHORIZE IT'S USE THEREAFTER				
LABOR SUB TOTAL =				\$ 123,500.00

**TO INSTALL FLASHERS & GATES AT
STILLHOUSE ROAD WEST OF OAK GROVE, MO**

**TOTAL ESTIMATE OF COST
\$ 214,500.00**

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

EXHIBIT
4

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On the 18th day of November, 2013, before me appeared Robert Matthew Brazeal, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, 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 Director Employee Relations & Workforce Compliance of The Kansas City Southern 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 shall 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 U.S.C. § 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.

Robert Matthew Brazeal
Affiant Signature



Subscribed and sworn to before me in Kansas City, MO, the day and year first above-written.
My Commission Expires June 3, 2014
Jackson County
Commission #10900037

Macey Lynn Ullman
Notary Public

My commission expires: 6-3-14

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

Company ID Number: 126570

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and The Kansas City Southern Railway Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 126570

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 126570

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 126570

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 126570

ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer The Kansas City Southern Railway Company

Robert M Brazeal

Name (Please type or print)

Title

Electronically Signed

06/11/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 126570

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

06/11/2008

Signature

Date

Company ID Number: 126570

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM	
Information relating to your Company:	
Company Name:	<u>The Kansas City Southern Railway Company</u>
Company Facility Address:	<u>427 W. 12th St.</u> <u>Kansas City, MO 64105</u>
Company Alternate Address:	_____ _____ _____
County or Parish:	<u>JACKSON</u>
Employer Identification Number:	<u>446000758</u>
North American Industry Classification Systems Code:	<u>482</u>
Parent Company:	_____
Number of Employees:	<u>2,500 to</u> <u>4,999</u>
Number of Sites Verified for:	<u>73</u>
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.	
• ARKANSAS	6 site(s)
• TENNESSEE	2 site(s)
• LOUISIANA	15 site(s)
• ALABAMA	3 site(s)
• ILLINOIS	6 site(s)
• TEXAS	16 site(s)
• MISSISSIPPI	16 site(s)
• OKLAHOMA	3 site(s)
• MISSOURI	6 site(s)

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

Company ID Number: 126570

Name:	Jeanie Uhrich	Fax Number:	(816) 983 - 1108
Telephone Number:	(816) 983 - 1404		
E-mail Address:	juhlich@kcsouthern.com		
Name:	Sharon K Cruz	Fax Number:	(816) 983 - 1108
Telephone Number:	(813) 983 - 1481		
E-mail Address:	scruz@kcsouthern.com		
Name:	Robert M Brazeal	Fax Number:	(816) 983 - 1108
Telephone Number:	(816) 983 - 1414		
E-mail Address:	mbrazeal@kcsouthern.com		