

"SECRETARY'S ORIGINAL"

Agmt. No. 006113015

A G R E E M E N T

Kansas and Oklahoma Railroad Company	Project No. 87 X-0052-01
Crossing Signals and Gates	RRS-X005(201)
Crossing Surface	Sedgwick County, Kansas

Agreement between the Kansas and Oklahoma Railroad Company, the County of Sedgwick, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * *

This agreement, made and entered into this _____ day of _____, by and between the Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the County of Sedgwick, Kansas, hereinafter referred to as the "County", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #445239T) on Ohio Street south of Mount Hope, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-0052-01; RRS-X005(201) and more particularly described as follows:

at the intersection of Ohio Street and the Company's tracks approximately 3200 feet north of the Southwest Corner of Section 21, Township 25 South, Range 3 West, in Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the County, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, (except as noted in paragraph number 6), including preliminary

engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The County will install and maintain the advance warning signs and pavement markings.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advanced of the date that work on the project is to be started and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Metro Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will purchase concrete crossing surface panels, cross-ties, and rail for the crossing.

6. The Company, at its own expense, agrees to remove the existing crossing surface, provide and place ballast, install crossties, rail and the new concrete crossing surface. The Company will also place temporary traffic control in accordance with the MUTCD.

7. The Company will remove the existing crossbucks and install the new straight post signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company 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 Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

8. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

9. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

10. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 11.

11. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

12. The Company shall have title to the signals, gates and crossing surface and at its own cost and expense will maintain the signals, gates and crossing surface and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

13. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

14. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

15. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the Company, the County and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper officers on the day and year first herein written.

DEBRA L. MILLER
SECRETARY OF TRANSPORTATION

BY: _____
DANIEL L. SCHERSCHLIGT, P.E.
DIRECTOR OF ENGINEERING
AND DESIGN

KANSAS AND OKLAHOMA RAILROAD
COMPANY

BY: Anthony G
TITLE: Chief Engineer

ATTEST:

SEDGWICK COUNTY

COUNTY CLERK

PRESIDENT OF GOVERNING BODY

Approved As To Form

 Anthony G

PROPOSAL

C.D.L. ELECTRIC COMPANY

Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: DATE: 11-16-10
STREET: 1825 West Harry Street	JOB NAME: South Ohio Street (445 239 T)
CITY: Wichita	JOB LOCATION: Mt. Hope, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: RRP-211

We hereby submit specifications and estimates for:

RRP-211, South Ohio Street, Mt. Hope, KS – 445 239 T

A new railroad/highway grade crossing signal warning system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry for the main track and an AC/DC Island Only circuit will be provided for the side track. The AC/DC Island Only circuit will require a "Stop and Proceed" type of train movement to activate the signal system. Flashing light/gate signal assemblies will be provided as part of the new signal system. The signal system will include items listed on the accompanying estimated material list.

The new signal assemblies will include automatic gates with 2-way 12" LED light units (one with an additional 1-way 12" LED side light unit), a bell for one signal assembly, signs, and swing-away gate arm saving devices. Underground signal cable, rail bonds (as needed), foundations and grounding components will be included as well. New conduits will be furnished under the road and track as required. The new signal system will require commercial AC power and a new meter service will be installed for this location to replace the existing AC meter service. Guardrail for signal assemblies has also been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation.

Four insulated rail joints will be required to define the limits of the AC/DC Island Only circuit on the side track, and one switch east of the highway grade crossing will need to be fully insulated. C.D.L. Electric will provide the necessary track insulation components, however the installation of these items is to be conducted by others at their expense.

Commercial power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220 volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this site.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

(continued on next page)

PROPOSAL

RRP-1211, South Ohio Street, Mt. Hope, KS – 445 239 T (continued)

Please Note: Proposed prices are valid for sixty (60) days from the date of this proposal. Beyond sixty days, prices are subject to change.

The Price Breakdown Is As Follows:

Material:	\$128,633.00
Labor:	\$ 57,773.00
Equipment:	\$ 24,750.00
Applicable Taxes:	\$ 12,116.00

Total Selling Price: \$223,272.00

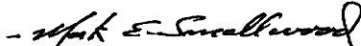
We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Two Hundred Twenty-Three Thousand, Two Hundred Seventy-Two Dollars and no/100 (\$223,272.00)

Please Note the following:

- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature:



All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

PROPOSAL

RRP-211, South Ohio Street, Mt. Hope, KS – 445 239 T (continued)

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
TRAIN DETECTION DEVICE (MOTION/PREDICTOR)	1	EA
MDSA-1, MOTION DETECTOR SURGE ARRESTER	1	EA
SOLID STATE CROSSING CONTROLLER SSCCIIIA	1	EA
SURGE PANEL ASSMBLY, FOR ST SSCCIIIA	1	EA
CHARGER, BATTERY NRS 12/20, 20 AMP	1	EA
CHARGER, BATTERY NRS 12/40, 40 AMP	1	EA
BATTERY, ELM-240, 250 A.H., EXIDE	6	CL
BATTERY, ELM-340, 363 A.H., EXIDE	7	CL
TRAY, BATTERY, PLASTIC TYPE	4	EA
SHUNT, NARROW BAND	2	EA
TRANSFORMER, POWER OFF LIGHTING	1	EA
RELAY, MCKR (NON VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	1	EA
POWER-OFF LIGHTS	2	EA
ARRESTERS	6	EA
EQUALIZER	3	EA
AC GENERATOR, ACG-2T	1	EA
TRACK DRIVER, TD-1A	1	EA
DIODE, TRACK RECTIFIER, RING-10	1	EA
RELAY, VITAL PLUG-IN TYPE COMPLETE WITH ACCESSORIES (REBUILT)	1	EA
STICKER, LOCATION/CONTACT INFORMATION	1	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 2W LEDS	2	EA
SIDE LIGHT WITH EXTENSION ARM, 1-WAY 12" LED TYPE	1	EA
SIGN, "2 TRACK" WITH MTG. HARDWARE	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	1	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ)	2	EA
LIGHT KIT FOR GATE ARM 4" INCANDESCENT (10V-25W)	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 9 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 5 COND. NO. 6 AWG SOLID	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.)	1	LT
BOND, WELD TYPE RAIL BOND	1	LT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	1	LT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED	4	EA
CLAMP, GROUND 5/8" SIZE	4	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	10	EA
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR	20	EA
LOCK, HEX-HEAD	5	EA
GUARD RAIL ASSY. 1/2 CIRCLE - D.O.T. SPEC	2	EA
INSULATED RAIL JOINT	7	EA
INSULATED SWITCH ROD	2	EA
INSULATED GAGE PLATE	1	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

PROPOSAL

C.D.L. ELECTRIC COMPANY

Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: DATE: 06-27-2011
STREET: 1825 West Harry Street	JOB NAME: Road Name Ohio St. (445 239 T)
CITY: Wichita	JOB LOCATION: Mt. Hope, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: TXP-004

We hereby submit specifications and estimates for:

TXP-004, Ohio Street, Mt. Hope, KS – 445 239 T

A new railroad/highway grade crossing surface will be furnished and installed at the above location. The new crossing surface will consist of pre-cast concrete panels installed per the manufacturer's guidelines. The length of the new surface will be **40.625'** and the scope of work will include the following:

- Removal and proper disposal of old crossing surface material including ballast
- Prepare site so new crossing surface will be at proper grade and alignment with roadway surface
- Install new clean railroad ballast, 4" depth
- Replace all ties within the limits of the crossing surface with new 7"x9"x10' ties
- Replace 5 leading ties on either side of new surface panels with new 7"X9"x10' ties
- Replace tie plates, as needed with new double shoulder tie plates
- Replace the limits of the crossing surface with 115# RE rail unless otherwise specified
- Install six rail spikes for each new tie
- Box anchor each tie replaced
- Weld all joints within the limits of the new crossing surface
- Install new pre-cast insulated concrete crossing surface panels, 8'-1/2" length

C.D.L. Electric, Inc. proposes to furnish and install a new precast concrete highway grade crossing surface as described above for the sum of **\$29,993.00.**

Twenty-Nine Thousand, Nine Hundred Ninety-Three Dollars.

The Price Breakdown Is As Follows:

Material: \$19,024.00
Labor/Equipment: \$10,969.00
Estimated Tax (8.5%) \$2,549.00

Total Selling Price: \$32,542.00

This price is valid for 60 (sixty) days and does not include associated costs for road closure or related detours. Necessary road closures and detours will be charged as a separate additional fee. Payment terms for this proposed work are: Net Due 30 Days from Invoice Date.

(Continued on next page)

PROPOSAL

TXP-004, Ohio Street, Mt. Hope, KS – 445 239 T (continued)

Any underground utilities that may interfere with the installation of the proposed grade crossing surface must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
PRECAST CONCRETE CROSSING SURFACE PANEL SET (8'-1/2" LF)	5	ST
RAIL, 115#RE	78	FT
TIE, 7" X 9" X 10', NEW	36	EA
TIE PLATE, DOUBLE SHOULDER, 115#RE	72	EA
SPIKE, 5/8" X 6"	216	EA
ANCHOR, 115#RE	144	EA
WELD (RAIL WELD MATERIAL)	4	EA
BALLAST, 4" FOR PANLE INSTALLATION	1	LT

The proposed prices stated above do not include the following:

- Asphalt
- Additional ballast required to achieve proper grade
- Freight charges for material to job site
- Crew and Equipment mobilization cost from approved WATCO Depot
- Tamper Use
- Road Closure

Thank you for the opportunity to prepare a proposal for your track work. If you have any questions or concerns regarding this proposal, please contact C.D.L. Electric, Incorporated for additional information or clarification.

Authorized Signature For This Proposal:



All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposed amount. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature for Acceptance of Proposal: _____

Authorized Signature for Acceptance of Proposal: _____

Date of Acceptance: _____

Diagnostic Team On-site Report

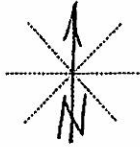
Location Data						
Review Date:	5-18-10		Road:	Ohio St.	DOT No.:	445 239T
Initiated By:	Local <input type="checkbox"/>	Railroad <input type="checkbox"/>	County:	Sedgewick	Railroad:	K&D
	State <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	City:	South of Mount Hope	Milepost:	
Attendance Data						
Name			Affiliation			
Gary Farlow			KDOT			
Rod Berry → Mark Smallwood			CDL			
Herb Lambkin			K&D			
Mark Borst (not present)			called him - he said connecting link of the county			
Railroad Data						
Daily Train Movements			Type and Number of Tracks			
From:	Inventory	Railroad	Main Track:	Siding:	Spur:	
	2	2	1	1	-	
Thru Trains	2	2	Amtrack: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Can two trains occupy crossing?		
Switch Trains	0	0	Train Speed:	25 mph <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Track	Crossing Surface Type		Length	Condition		
Main	Conc.		54'	Good		
Siding	Timber		54'	Fair		
Roadway Data						
ADT	Roadway Type:	Asphalt	Agency having jurisdiction:		County	
590	Condition:	Good	School Bus Operate:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Angle	Width:	30'	Hazardous Materials:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
75-90	Gurb & Gutter:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Shoulder:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Speed Limit:	Sidewalk:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Shoulder Surfaced:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
30	Pedestrians:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Shoulder Width:			
Existing Warning Device Data						
Type:	Yes	No	Quantity	Other: (circle if applicable)		
Advance Warning Signs	<input checked="" type="checkbox"/>		2	AC/DC Circuitry		
Pavement Markings	<input checked="" type="checkbox"/>		2	Motion Sensing Circuitry		
Crossbuck Signs	<input checked="" type="checkbox"/>		2	Wigwag		
Number of Track Signs	<input checked="" type="checkbox"/>		2	"No Turn" Signs		
Inventory Tags	<input checked="" type="checkbox"/>		2	Illumination		
Signal Type	Lenese			Flagged by Railroad		
Straight Post	8" <input type="checkbox"/> 12" <input type="checkbox"/>		<input checked="" type="checkbox"/>	Pre-empted with Highway Traffic Signals		
Cantilever	8" <input type="checkbox"/> 12" <input type="checkbox"/>		<input checked="" type="checkbox"/>	Yield Signs		
Side Lights	8" <input type="checkbox"/> 12" <input type="checkbox"/>		<input checked="" type="checkbox"/>	Stop Signs		
Gates			<input checked="" type="checkbox"/>	Stop Ahead Signs		
Area Data						
Location of nearby schools:			—			
New developments that could effect ADT?			—			
Can roadway alignment be accomplished to allow consolidation of crossings?			—			
Possible closures with a corridor?			—			
Planning any road construction in the future?			—			

DOT No.: 445239T

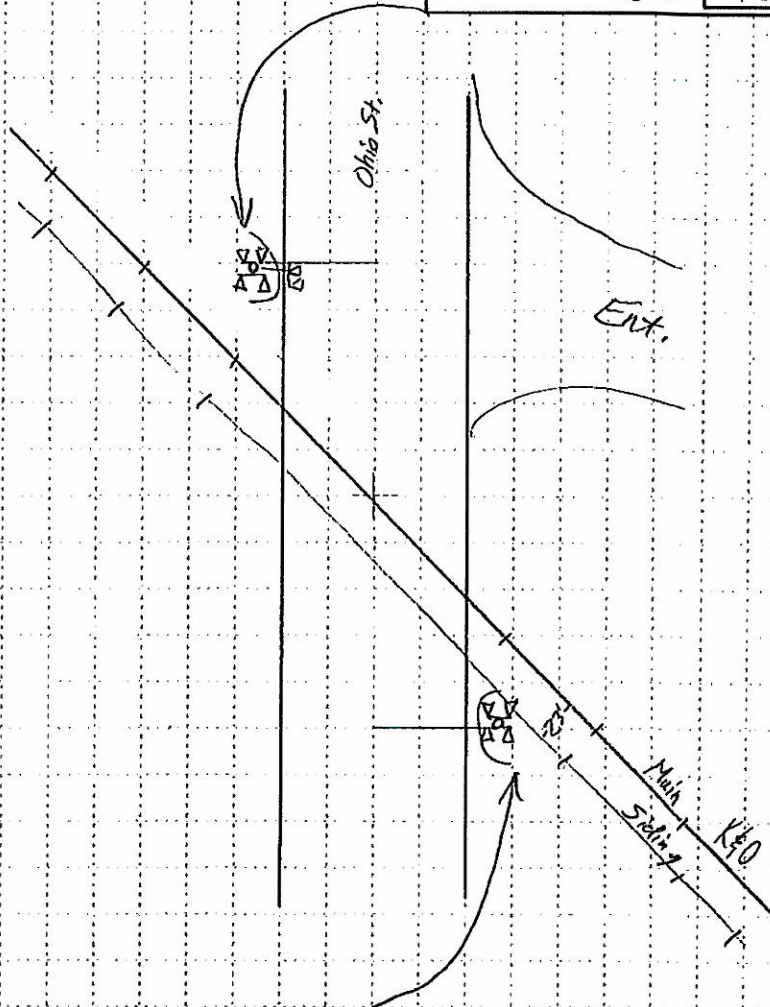
Recommendations

Warning Device Type and Location - See Sketch Below		KDOT Std. Guard Fence	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Crossing Surface:	Need surf on siding 54± KDOT matls.	Bells	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pole Line Adjustment:	<input checked="" type="checkbox"/>	Motion Sensing Devices	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Advance Warning Signs:	<input checked="" type="checkbox"/>	Constant Warning Devices	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pavement Markings:	<input checked="" type="checkbox"/>	Preempted	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Estimated Cost:		Control Box Location:	

Existing Location Sketch & Recommended Warning Devices



Straight Post w/ 23' Gate (LED lights)
 Cantilever w/ Gate (LED lights)
 15' From Centerline Track to (Signal) (Tip-of-Gate)
 23' From (Edge of Roadway) (Back-of-Curb)
 Additional Side Lights 1 set - east



Straight Post w/ 20' Gate (LED lights)
 Cantilever w/ Gate (LED lights)
 15' From Centerline Track to (Signal) (Tip of Gate)
 23' From (Edge of Roadway) (Back of Curb)
 Additional Side Lights

Comments:

JIM L. KOWACH, P.E.
CHIEF, BUREAU OF DESIGN

BY: _____

Interim Signaling: Yield Stop Other _____

TECHNICIAN SPECIALIST
COORDINATING SECTION
(785) 296-3549

Installed by: County

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) 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 Federally-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.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.