

Job No.: J8S3157
Route: 413
County: Greene

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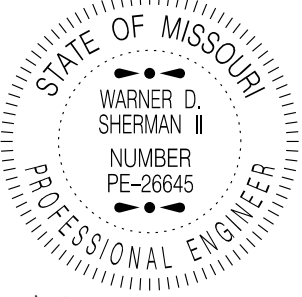
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Job No.: J8S3157

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 <i>Warner Sherman</i> 08/08/2023 11:59:24 AM WARNER D. SHERMAN II - CIVIL MO-PE-26645	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J8S3157 GREENE COUNTY, MO DATE PREPARED: 1/26/2023
	ADDENDUM DATE:

Only the following items of the Job Special Provisions (Roadway) are
authenticated by this seal: All

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02J

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2023 Missouri Standard Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the published versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. Contract Liquidated Damages JSP-13-01B

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

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Notice to Proceed: November 6, 2023
Completion Date: July 1, 2025

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
J8S3157	498	\$3,200

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,500** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Work Zone Traffic Management JSP-02-06N

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

1.2 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management

schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

2.2 The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **10 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.5.1 Traffic Safety.

2.5.1.1 Recurring Congestion. Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

2.7 Traffic Management Center (TMC) Coordination. The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center at #417-864-1160 within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

3.0 Work Hour Restrictions.

3.1 Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

3.1.1 Independence Day. The lane restrictions specified in Section 3.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

3.1.2 Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, the contractor's working hours will be restricted for the Special Events as shown below. All lanes shall be scheduled to be open to traffic during these Special Events.

Japanese Fall Festival: September 5, 2024 – September 9, 2024

3.2 The contractor shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

Route 413 Northbound:
None

Route 413 Southbound:
4:00 p.m. - 6:00 p.m. Friday

3.4 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:00 p.m. to 6:00 a.m. for this project.

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

4.2 At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic, **or during periods of road closure for bridge construction.** Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Emergency Provisions and Incident Management JSP-90-11A

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol 911 or 800-525-5555 or *55		
City of Springfield	County Sheriff	
Fire: 417-874-2300	Greene: 417-868-4040	
Police: 417-864-1810		
MoDOT Customer Service 417-895-7600		

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

2.2 The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials, or time required to fulfill the above provisions.

E. Project Contact for Contractor/Bidder Questions JSP-96-05

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Bud Sherman, Project Contact
Southwest District
3025 E Kearney St
Springfield, MO 65803

Telephone Number: 417-895-7690
Email: warner.sherman@modot.mo.gov

All questions concerning the bid document preparation can be directed to the Central Office – Design at (573) 751-2876.

F. Supplemental Revisions JSP-18-01Z

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision

shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT’s statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project’s Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer’s weekly inspections;

- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

1.0 Description. This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

2.0 Materials. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

2.1 Product Approval. The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

2.2 General. GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties		
Property	Test Method	Criteria
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	≤ 0.01%
Fiber Content	ASTM D5603	≤ 0.5%
Moisture Content	ASTM D1509	≤ 1.0%*
Mineral Filler	AASHTO M17	≤ 4.0%

*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

2.3 Gradation. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation	
Sieve	Percent Passing by Weight
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

3.0 Delivery, Storage, and Handling. The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

4.0 Feeder System. Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within ± 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

4.1 Batch Plants. GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

4.2 Drum Plants. The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

5.0 Testing During Mixture Production. Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

6.0 Construction Requirements. Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

7.0 Mix Design Test Method Modification. A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and

fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

8.0 Mix design Volumetrics. Mix design volumetric equations shall be modified as follows:

8.1 Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

8.2 GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

8.3 Mix G_{sb} used to determine VMA shall be calculated as follows:

$$G_{sb (JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where:

$G_{sb (JMF)}$ = bulk specific gravity of the combined aggregate including GTR

P_{bmv} = percent virgin binder by total mixture weight

P_s = percent aggregate by total mixture weight (not including GTR)

P_{GTR} = percent GTR by total mixture weight

G_{sb} = bulk specific gravity of the combined aggregate (not including GTR)

G_{GTR} = GTR specific gravity

8.4 G_{se} shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

8.5 P_{be} shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

9.0 Minimum GTR Amount. The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 – 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

Buy America

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

1.0 Description. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:

- a) Iron and steel – no changes to the current specification requirements.
- b) Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:
 - Non-ferrous metals;
 - Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - Glass (including optic glass);
 - Lumber; or
 - Drywall

1.1 All products and or materials will only be classified under one of these categories and not

under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.

1.2 New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation into the project. The Certificate of Material origin form ([link to certificate form](#)) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

1.3 Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

1.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

2.0 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

Delete Sec 403.19.2 and substitute the following:

403.19.2 Lots. The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with [Sec 403.23.7.4.1](#). A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with [Sec 403.11](#).

G. Contract Liquidated Damages Specified – Bridge/Roadway Full Closure

1.0 Description. Job Number J8S3157 includes the closure of Route 413 for the removal and replacement of the existing bridge H0945 over MNA Railroad. To accommodate traffic, the contractor shall not close Route 413 beyond **120 calendar days**, as outlined in Section 2.0.

2.0 Liquidated Damages Specified for Failure to Complete Work on Time. If construction of the new bridge is not complete and open to traffic within 120 calendar days of closure, the Commission, the traveling public, and state and local police, and governmental authorities will be damaged in various ways, including but not limited to, administration cost, potential liability, traffic

and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,500 per day** for each full day that the new bridge is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure times.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

2.3 Assessment of closure time will begin on the first day of full closure on Route 413 and continue until all lanes of traffic are open in each direction.

2.3.1 The bridge, bridge approach slab, concrete approach pavement, concrete barriers, and any other items deemed necessary by the engineer, must be completed in full before being opened to traffic.

H. Utilities

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Scott Hall 600 St. Louis, Room 630 Springfield, MO 65806 Phone: 417-849-8265 Email: sh4949@att.com	None	Communications
AT&T - Transmission Kevin Wingard 2749 NW Hunter Dr., Ste. E Blue Springs, MO 64015 Phone: 580-931-7688 Email: kwingard@sdt-1.com	None	Communications
City Utilities - Electric Eric Cochran 301 E Central Springfield MO 65801 Phone: 417-831-8612 Email: eric.cochran@cityutilities.net	Yes (See Section 2.0)	Electric

Job No.: J8S3157
Route: 413
County: Greene

City Utilities - Gas Brandon Braun 301 E Central Springfield MO 65801 Phone: 417-831-8922 Email: brandon.braun@cityutilities.net	Yes (See Section 3.0)	Gas
City Utilities - Water Brandon Braun 301 E Central Springfield MO 65801 Phone: 417-831-8922 Email: brandon.braun@cityutilities.net	None	Water
City of Springfield - Sewer Matt Taylor 840 Boonville Ave. Springfield, MO 65802 Phone: 417-864-1934 Email: mtaylor@springfieldmo.gov	None	Sewer
City of Springfield - Traffic Tom Dancey 1107 W. Chestnut Expressway Springfield, MO 65802 Phone: 417-864-1167 Email: tdancey@springfieldmo.gov	None	ITS
City Utilities – Fiber (Springnet) Bethany Forrester 301 E. Central Springfield, MO 65801 Phone: 417-831-8529 Email: bforrester@springnet.net	None	Communications
MNA – Bluebird Network James Scott 10024 Office Center Avenue, Suite 201 St. Louis, MO 63128 Phone: 314-220-8996 Email: james.scott@bluebirdnetwork.com	None	Communications
Mediacom Kyle Keller 1533 S. Enterprise Springfield, MO 65804 Phone: 417-496-8577 Email: kkeller@mediacomcc.com	None	Communications

Job No.: J8S3157
Route: 413
County: Greene

MoDOT SW District
Joe Dotson
2455 N. Mayfair Ave.
Springfield, MO. 65803
Phone: 417-599-3043
Email: joseph.dotson@modot.mo.gov

None

Communications

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.

2.0 City Utilities Electric. City Utilities of Springfield (CU) will install new whiteway conductors, streetlight poles, and streetlights for relocated whiteway circuits along Sunshine.

2.1 Overhead Electric Power Lines. Contractor shall comply with the Missouri Overhead Powerline Safety Act; this statute makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high voltage line that has not been covered or de-energized. The purpose of the Missouri Overhead Powerline Safety Act is to ensure the safety of the public when working around overhead power lines. If the contractor needs line cover when working near a primary powerline, then the contractor shall notify that utility owner a minimum of 10 days in advance of needing line cover for overhead distribution lines. City Utilities of Springfield will perform this service free of charge for municipally-driven projects.

2.1.1 Contractor shall contact City Utilities of Springfield (CU) if there is any question or concern working near overhead electric lines.

2.1.2 Contractor shall be responsible for any damage to the overhead lines caused by their operations. There will be no direct payment for compliance to this specification.

2.2 Overhead 161kV Transmission Line. There is an existing City Utilities of Springfield (CU) 161kV overhead transmission line, crossing over the bridge. A scheduled outage for this line is possible for bridge construction, but only under the following conditions:

2.2.1 The Contractor shall give City Utilities of Springfield a ***minimum of three-weeks' advance notice.***

2.2.2 The scheduled outage will only be allowed during ***early spring (March 15-May 15), or late fall (October 20-December 20).*** The Contractor shall schedule the project accordingly.

2.2.3 The maximum allowed outage is **four weeks**. The Contractor shall schedule the project accordingly.

2.2.4 Contractor shall coordinate closely with City Utilities personnel and notify City Utilities as soon as work around this line is complete.

2.3 Coordination with City Utilities Electric. There are CU Electric impacts along the corridor. Impacts include but are not limited to luminaire relocations, 3Ø junction cabinet modification, and new power service(s). Contractor shall refer to CU Electric Line Engineering drawing **#88245** (two sheets) that is included in the MoDOT bid documents. Notes on the drawing specify applicable CU electric construction standards. General Notes on plan provide a link to online CU Electric construction standards.

2.3.1 Contractor shall pick up all CU supplied items from City Utilities stock room located at 742 N. Belcrest. At the material counter, the Contractor shall reference CU activity **#797942** for CU-furnished material. The preferred material pickup time is 9:00AM-3:00PM Monday – Friday, excluding holidays.

2.3.2 The contractor shall coordinate construction activities with CU's Contract Inspector, James Dodd (417-450-7347). The contractor shall schedule at least one on-site meeting per impacted location a minimum of **seven days** in advance of planned construction activities. There will be no direct payment for compliance with this specification.

2.4 Staking for City Utilities Electric.

2.4.1 Contractor shall stake all streetlight foundations, secondary pedestals and any other items included in staking table on CU Electric Line Engineering drawing #88245. Contractor shall notify City Utilities immediately if there is an apparent conflict or discrepancy at any staked location.

2.4.2 All costs associated with compliance of this specification shall be included in the contractor's submitted lump sum cost for bid item 627-40.00, Contractor Furnished Surveying and Staking.

2.5 Streetlight Pole Foundations. Contractor shall furnish and install conduit, and streetlight foundations as specified on CU drawing. Contractor shall install CU-furnished secondary pedestals. Contractor shall contact CU inspector **seven days** prior to beginning this work. After all Contractor installations have been inspected and approved by CU contract inspector, CU will install conductors, streetlight poles, and LED streetlights. Contractor shall complete the following items listed below:

2.5.1 Contractor shall have anchor bolt form method approved prior to concrete pour by CU inspector.

2.5.2 Foundation shall have rebar as specified per concrete foundation standard.

2.5.3 Concrete streetlight foundations shall be level with a top smooth finish.

2.5.4 Anchor bolts shall be supported during concrete pour and shall be covered, to be kept free from debris and concrete.

2.5.5 Anchor bolts shall be perpendicular to the concrete top surface and properly supported during concrete pour to eliminate any movement. A single form for the anchor bolts will not be accepted. Anchor bolts that are not perpendicular will be rejected.

2.5.6 Anchor bolt square pattern shall have the nearest side parallel to the nearest roadway back of curb or edge of pavement, unless otherwise noted on the drawing.

2.5.7 Contractor shall remove all forms, nuts, and washers from anchor bolts.

2.5.8 The concrete surface for the streetlight pole foundations on the bridge shall be flush/level and the surface shall be a smooth finish.

2.6 Contractor shall notify CU inspector for inspection and approval of all Contractor installations prior to CU construction. Contractor shall not backfill prior to CU inspection and approval. Installation videos are available on the CU Youtube page for contractor reference at the following link: <https://www.youtube.com/user/CityUtilities/videos>

2.7 Contractor shall enable CU to work within Contractor traffic control and leave roadway closed to traffic until all streetlight infrastructure is installed and operational. Contractor shall coordinate with CU inspector accordingly, to allow CU to schedule work during road closure.

2.8 CU Junction Cabinet Modification. Contractor shall notify CU a minimum of **two weeks** prior to any bridge or guardrail construction that would be within 10' of south side (existing door side) of existing 13.2kV primary distribution junction cabinet. CU will schedule line work accordingly to rotate cabinet for cabinet door to be on the north side of the cabinet.

2.9 New Type 2 Power Supply. A new Type 2 power supply will be required to provide electrical service to MODOT for the under-bridge lighting. The secondary power will come from the existing power pole located at Sta 513+16, 59ft Rt. City Utilities will furnish the secondary pedestal and stand-off brackets for installation by MoDOT's contractor. Contractor will be required to pick these items up at CU's stockroom and transport them to the site. The contractor shall be responsible for providing and installing riser conduit 10' up the pole and conduit to the secondary pedestal per CU Electric Line Engineering Drawings. The contractor shall be responsible for providing and installing the conduit and wire from the secondary pedestal to the new Type 2 power supply. CU Electric will not install a meter in the new power supply until it has been inspected and approved by Springfield's Building Development Services (BDS). MoDOT will be responsible for submitting the application to BDS. The contractor shall pay required fee for the BDS permit. All work shall conform to CU's standard drawings and MoDOT's standard plans. All costs required for compliance with this special provision shall be included in the contractor's submitted unit price for Item 901-86-12 Power Supply Assembly, Type 2, per each. Refer to MoDOT plans for details for the under-bridge lighting.

2.10 Whiteway Street Lighting. There are multiple streetlights being impacted by the proposed roadway improvements. The contractor shall reference CU's electrical relocation plan as noted in section 2.3 above. The contractor will be required to provide and install the new whiteway conduit and bases, and secondary pedestals and riser starts as shown on CU's plans. After the new bases and conduit have been installed and accepted, CU line crews will provide and install the wire, light poles, and luminaires. Payment for contractor installed whiteway lighting items will be made at the submitted unit price for lighting items included in the roadway contract.

3.0 City Utilities Gas City Utilities of Springfield (CU) has a section of 6 inch coated steel gas main that will need to be relocated in order to avoid the new guardrail. This section is from Sta. 512+00 to Sta. 514+60. This section of gas line will be relocated by Contractor's Notice to Proceed. Please contact Craig Kern with CU to confirm this work has been completed prior to work commencing.

I. Contractor Furnished Surveying and Staking - SW

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

1.0 Description. The contractor shall be responsible for all layout required on the project. This responsibility shall include, but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, etc.

1.1 The above list is not all inclusive. The contractor shall have the primary responsibility for these operations. The contractor shall provide the Resident Engineer (RE) with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

1.2 The intent of this provision is to increase the quality of our work zones and minimize negative impacts to the contractor's schedule that can result from delays in staking.

1.3 Any adjustments to the plan quantities or line numbers established in the contract shall be approved by the Engineer.

2.0 Basis of Payment. No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

J. Access to Commercial Properties

1.0 Description. While working on and around commercial entrances, the contractor shall make every reasonable effort to minimize any interference to business and to pursue the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless approved by the property owner and the engineer.

1.1 The contractor shall contact each business to advise them of the work that will take place before working around each business entrance. In some cases where a property has more than one entrance, the property owner may have a preference on whether to have one entrance closed while working around it or whether to have the entrances worked around one-half at a time. The contractor is required to do the work according to each individual property owner's preference. The contractor is not to disturb any existing trees, landscaping, small block walls or irrigation lines. The contractor will solely be responsible for repairing any damage to the property caused by contractor operations.

2.0 Basis of Payment. No direct payment will be made to the contractor for all costs incurred with compliance of this provision.

K. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

L. Linear Grading for ADA Facilities

1.0 Description. This work shall consist of altering the existing roadside features to the required grade and cross sections shown in the plans (if applicable), or to comply with typical sections, running slopes, drop-off and side-slope standards, consistent with the guidelines set forth in the Americans with Disabilities Act (ADA). This work shall be in accordance with Sections 202 and 207 and accompanying provisions except as modified herein.

2.0 Construction Requirements. The roadside shall be brought to the required grade and cross section as established in Section 1.0 of this provision, to a uniform appearance, free of sharp breaks or humps. Minor deviations will be allowed, to take advantage of favorable topography, as approved by the engineer.

2.1 The contractor shall remove all existing roadside improvements necessary to facilitate the new sidewalk and curb ramp construction, along with any other roadside removal items at, or adjacent to the pedestrian pathway, as noted in the plans or as approved by the engineer. This shall include the removal and/or saw cutting at existing raised islands or median strips to construct the pedestrian pathway. The contractor shall pay special care to existing utility facilities to be used in place or relocated by others.

2.2 The contractor shall be responsible for all excavation and embankment work necessary to facilitate construction of new ADA compliant facilities; normally consisting of subgrade and subsequent finished grading for sidewalks, curbs, curb ramps; and may include miscellaneous grading work for items such as ditches, entrances, paved approaches, driveways, and pipes, at or adjacent to proposed new sidewalk facilities.

2.3 By this provision, it may be necessary to excavate, stockpile, and haul some material within the project limits. Due to staging and/or Right-of-Way constraints, it may be necessary to waste unusable material off of Right-of-Way, and/or haul a replacement volume of material back to achieve the desired grades.

2.4 All removals of Portland or Asphaltic Concrete performed under this provision will require saw-cutting a neat/clean edge along the removal lines at no direct pay, unless otherwise provided for in the contract.

3.0 Method of Measurement. Measurement of Linear Grading for ADA Facilities will be made along the length of the new sidewalk and/or curb ramp installed, along each side of the roadway where sidewalk work is to be performed. Measurement will be made to the nearest 1-foot for each sidewalk work area, totaled, and paid to the nearest 1-foot for final pay. Final field measurement will not be required except where appreciable errors are found, or authorized changes have been made.

4.0 Basis of Payment. The accepted quantities of Linear Grading for ADA Facilities will be paid for at the contract unit price for item 207-99.03, Linear Grading for ADA Facilities, per linear foot, and will be considered as full compensation for all labor, equipment, material, waste fees, disposal agreements, material acquisition, or other construction costs involved to complete the described work.

4.1 No direct payment will be made for "REMOVAL OF IMPROVEMENTS" associated with the removal and disposal of sidewalks, curbs, curb ramps, entrances, and other incidentals required for construction of the new sidewalk and/or curb ramps.

M. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

2.0 Construction Requirements. Any cracking gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

N. Quality Management NJSP-15-22

1.0 Quality Management. The contractor shall provide Quality Management as specified herein to ensure the project work and materials meets or exceeds all contract requirements.

1.1 The contractor shall provide Quality Control (QC) of the work and material, as specified herein, to ensure all work and material is in compliance with contract requirements. QC staff shall perform and document all inspection and testing. The QC inspectors and testers may be employed by the contractor, sub-contractor, or a qualified professional service provided by the contractor.

1.2 The engineer will provide Quality Assurance (QA) inspection. The role of QA is to verify the performance of QC and provide confidence that the product will satisfy given requirements for quality.

1.3 The contractor shall designate a person to serve as the project Quality Manager (QM). The QM shall be knowledgeable of standard testing and inspection procedures for highway and bridge construction, including a thorough understanding of the Missouri Standard Specifications. The QM shall be responsible for the implementation and execution of the Quality Management Plan and shall oversee all QC responsibilities, including all sub-contract work. The QM shall be the primary point of contact for all quality related issues and responsibilities, and shall ensure qualified QC technicians and inspectors are assigned to all work activities. The QM should be separate from the manager of the work activities to effectively manage a QC program.

1.4 Any QC personnel determined in sole discretion of the engineer to be incompetent, derelict in their duties, or dishonest, shall at a minimum be removed from the project. Further investigation will follow with a stop work notification to be issued until the contractor submits a corrective action report that meets the approval of the engineer.

2.0 Quality Management Plan. The contractor shall develop, implement and maintain a Quality Management Plan (QMP) that will ensure the project quality meets or exceeds all contract requirements, and provides a record for acceptance of the work and material. A sample QMP, which shows minimum requirements, is provided on the MoDOT website at: www.modot.org/quality.

2.1 The QMP shall address all QC inspection and testing requirements of the work as described herein. A draft QMP shall be submitted to the Resident Engineer for review at least two weeks prior to the pre-construction conference. An approved QMP is required at least two weeks prior to the start of work, unless otherwise allowed by the engineer. Physical work on the project shall not begin prior to approval of the QMP by the engineer.

2.2 The approved QMP shall be considered a contract document and any revisions to the QMP will require approval from the engineer.

2.3 The following items shall be included in the Quality Management Plan:

- a) Organizational structure of the contractor's project management, production staff, and QC staff, specific to this project.
- b) Name, qualifications, and job duties of the Quality Manager.
- c) A list of all certified QC testers who will perform QC duties on the project, including sub-contract work, and the tests in which they are certified.

- d) A list of all QC inspectors who will perform QC inspection duties on the project, including sub-contract work, and the areas of inspection that they will be assigned.
- e) A procedure for verifying documentation is accurate and complete as outlined in Section 3.
- f) A procedure describing QC Inspections as outlined in Section 4.
- g) A procedure describing QC Testing, as outlined in Section 5, including a job specific Inspection and Test Plan (ITP).
- h) A procedure describing Material Receiving as outlined in Section 6.
- i) A list of Hold Points that are not included in the checklist forms, as outlined in Section 8.
- j) A procedure for documenting and resolving Non-Conforming work as outlined in Section 9.
- k) A procedure for tracking and documenting revisions to the QMP.
- l) A list of any approved changes to the Standard Specifications or ITP, including a reference to the corresponding change order.
- m) Format for the Weekly Schedule and Work Plans as outlined in Section 10, including a list of activities that will require pre-activity meetings.

3.0 Project Documentation. The contractor shall establish a Document Control Procedure for producing and uploading the required Quality Management documents to a MoDOT-provided server. The document management software used by MoDOT is Microsoft SharePoint®. Contractors do not need to purchase Microsoft SharePoint®, however, it is recommended that new users acquire some basic training to better understand how to use this software. MoDOT does not provide the software training, but there are several online vendors who do. Contractors are required to use Microsoft Excel® and Microsoft Word® with some documents.

3.1 The contractor shall utilize the file structure and file naming convention provided by MoDOT. A sample file structure is available on the MoDOT website.

3.2 Documents (standard forms, reports, and checklists) referenced throughout this provision are considered the minimum documentation required. They shall be obtained from MoDOT at the following web address: www.modot.org/quality. The documents provided by MoDOT are required to be used in the original format, unless otherwise approved by the engineer. Any alteration to these forms shall be approved by the engineer.

3.3 Timely submittal of the required documents to the MoDOT document storage location is essential to ensure payment can be processed for the completed work. Submittal of the documents is required within 12 hours of the work shift that the work was performed, or on a document-specific schedule approved by the engineer and included in the QMP.

3.4 The contractor shall establish a verification procedure that ensures all required documents are submitted to the engineer within the specified time, and prior to the end of each pay period for the work that was completed during that period. Payment will not be made for work that does

not include all required documents. Minimum documents that might be required prior to payment include: Test Reports, Inspection Checklists, Materials Receiving Reports, and Daily Inspection Reports.

3.5 The contractor shall perform an audit at project closeout to ensure the final collection of documents is accurate and complete.

4.0 Quality Control Inspections. The QMP shall identify a procedure for performing QC inspections. QC inspections shall be performed for all project activities to ensure the work is in compliance with the contract, plans and specifications.

4.1 The QM shall identify the QC inspectors assigned to each work activity. The QC inspectors shall inspect the work to ensure the work is completed in accordance with the plans and specifications, and shall document the inspection by completing the required inspection checklists, forms, and reports provided by MoDOT. Depending on the type of work, the checklists may be necessary daily, or they may follow a progressive work process. The frequency of each checklist shall be stated in the QMP. The contractor may propose alternate versions of checklists that are more specific to the work.

4.2 A Daily Inspection Report (DIR) is required to document pertinent activity on the project each day. This report shall include a detailed diary that describes the work performed as well as observations made by the inspection staff regarding quality control. The report shall include other items such as weather conditions, location of work, installed quantities, tests performed, and a list of all subcontractors that performed work on that date. The report shall include the full name of the responsible person who filled out the report and shall be digitally signed by an authorized contractor representative.

4.3 External fabrication of materials does not require further QC inspection if the product is currently under MoDOT inspection or an approved QC/QA program. QC inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor.

4.4 The contractor shall measure, and document on the DIR, the quantity for all items of work that require measurement. Any calculations necessary to support the measurement shall be included with the documentation. The engineer will verify the measurements prior to final payment.

5.0 Quality Control Testing. The QMP shall identify a procedure for QC testing. The contractor shall perform testing of the work at the frequency specified in the Inspection and Test Plan (ITP).

5.1 MoDOT will provide a standard ITP and the contractor shall modify it to include only the items of work in the contract, including adding any Job Special Provision items. The standard ITP is available on the MoDOT website at www.modot.org/quality. The contractor shall not change the specifications, testing procedures, or the testing frequencies, from the standard ITP without approval by the engineer and issuance of a change order.

5.2 Test results shall be recorded on the standard test reports provided by the engineer, or in a format approved by the engineer. Any test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report.

5.3 The contractor shall ensure that all personnel who perform sampling and/or testing are certified by the MoDOT Technician Certification Program or a certification program that has been approved by MoDOT for the sampling and testing they perform.

5.4 If necessary, an independent third party will be used to resolve any significant discrepancies between QC and QA test results. All dispute resolution testing shall be performed by a laboratory that is accredited in the AASHTO Accreditation Program in the area of the test performed. The contractor shall be responsible for the cost to employ the third party laboratory if the third party test verifies that the QA test was accurate. The Commission shall be responsible for the cost if the third party test verifies that the QC test was accurate.

6.0 Material Receiving. The QMP shall identify a procedure for performing material receiving. Standard material receiving forms will be provided by the engineer.

6.1 The procedure shall address inspections for all material delivered to the site (excluding testable material such as concrete, asphalt, aggregate, etc.) for general condition of the material at the time it is delivered. The material receiving procedure shall record markings and accompanying documentation indicating the material is MoDOT accepted material (MoDOT-OK Stamp, PAL tags, material certifications, etc.).

6.2 All required material documentation must be present at the time of delivery. If the material is not MoDOT accepted, the contractor shall notify the engineer immediately and shall not incorporate the material into the work.

7.0 Quality Assurance. The engineer will perform Quality Assurance inspection and testing (QA) to verify the performance of QC inspection and testing. The frequency of the QA testing will be as shown in the ITP, but may be more frequent at the discretion of the engineer. The engineer will record the results of the QA testing and inspection and will inform the contractor of any known discrepancies.

7.1 QA is responsible for verifying the accuracy of the final quantity of all pay items in the contract. This includes taking measurements on items that require measurement and other items that are found to have appreciable errors.

7.2 QA inspection and test results shall not be used as a substitute for QC inspection and testing.

7.3 QA will be available for Hold Point inspections at the times planned in the Weekly Schedule. The inspections may be re-scheduled as needed, but a minimum 24-hour advance notification from the contractor is required unless otherwise approved by the engineer.

8.0 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when the succeeding work depends on a QA review of the preceding work before work can continue.

8.1 A list of minimum Hold Points will be provided by the engineer and shall be included in the QMP. The engineer may make changes to the Hold Point list at any time.

8.2 Prior to all Hold Point inspections, QC shall provide the engineer with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Material Receiving Reports for the work performed leading up to the Hold Point. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The

engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection.

9.0 Non-Conformance Reporting. Non-conformance reports shall be issued by the contractor for work that does not meet the contract requirements. Non-conforming work includes work, testing, materials, and processes that do not meet contract requirements. The contractor shall establish a procedure for identifying and resolving non-conforming work as well as tracking the status of the reports.

9.1 Contractor QC staff or production staff should identify non-conforming work and document the details on the Non-Conformance Report form provided by MoDOT. QA staff may also initiate a non-conformance report.

9.2 In-progress work that does not meet the contract requirements may not require a non-conformance report if production staff is aware of the issue and corrects the problem during production. QC or QA may issue a non-conformance report for in-progress work when documentation of the deficiency is considered beneficial to the project record.

9.3 The contractor shall propose a resolution to the non-conforming work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

9.4 For recurring non-conformance work of the same or similar nature, a written Corrective Action Request will be issued by QC or QA. The contractor shall then establish a procedure for tracking the corrective action from issuance of the request to implementation of the solution. Approval from the engineer is required prior to implementation of the proposed corrective action. The contractor shall notify the engineer after the approved corrective action has been implemented.

10.0 Work Planning and Scheduling. The contractor shall include Quality Management in all aspects of the work planning and scheduling. This shall include providing a Weekly Schedule, a Work Plan for each work activity, and holding pre-activity meetings for each new activity.

10.1 A Weekly Schedule shall be provided to the engineer each week that outlines the planned project activities for the following two-week period. This schedule shall include all planned work, identification of all new activities, traffic control events, and requested Hold Point inspections for the period. Planned quantity of materials, along with delivery dates should also be included in the schedule.

10.2 A Work Plan shall be submitted to the engineer at least one week prior to the pre-activity meeting. The Work Plan shall include the following: a safety plan, list of materials to be used, work sequence, defined responsibilities for QC testing and inspection personnel, and stages of work that will require Hold Point inspections.

10.3 A pre-activity meeting is required prior to the start of each new activity. The purpose of this meeting is to discuss details of the Work Plan and schedule, including all safety precautions. Those present at the meeting shall include: the production supervisor for the activity, the Quality Manager, QC inspection and testing staff, and QA. The Quality Manager will review the defined responsibilities for QC testing and inspection personnel and will address any quality issues with the production staff. Attendees may join the meeting in person or by phone or video conference.

11.0 Basis of Payment. Payment for all costs associated with developing, implementing and maintaining the Quality Management Plan, providing Quality Control inspection and testing, and

all other costs associated with this provision, will be considered included in the unit price of each contract item. No direct pay will be made for this provision.

O. Optional Pavements JSP 06-06H

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the thicker pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 403-99.05, Optional Pavement, per square yard.

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.

4.2 Price Adjustment for Fuel. If the contractor accepts the option for fuel adjustment in the bid proposal, a fuel adjustment will be applied in accordance with Sec 109.14 for the type of pavement constructed.

P. Removal and Delivery of Existing Signs JSP-12-01B

1.0 Description. All Commission-owned signs removed from the project shall remain the property of the Commission and shall be disassembled and delivered as specified herein.

2.0 Disassembly and Delivery. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the contractor and delivered to the address below. The contractor shall call the phone number listed below 48 hours prior to delivery and make arrangements for delivery during normal business hours.

Springfield Maintenance Lot
2455 North Mayfair Avenue
Springfield, MO 65803
Phone: 417-895-6724

2.1 Signs shall be removed from sign supports and structures prior to delivery. Sign supports and structures shall become the property of the Contractor and removed from the project. Any oversized sign panels shall be disassembled or cut into widths of 8-feet or less with no restriction on length. Signs shall be stacked neatly in bins provided by MoDOT at the delivery site.

3.0 Basis of Payment. All costs associated with removing, disassembling, storing, and transporting of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, "Removal of Improvements", per lump sum.

Q. Relocate Existing Sign

1.0 Description. This item provides for relocating existing signs of various sizes to new anchors at locations shown on the signing sheets.

2.0 Construction Requirements. The contractor shall install new anchors at the locations shown and then mount existing signs and existing PSST post as summarized on sheet D-29 and D-30 of the signing sheets. All work shall be in accordance with the construction requirements of Section 903.

3.0 Method of Measurement. Measurement will be made per each for relocating existing signs to new anchor. Measurement for any concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

4.0 Basis of Payment. All cost incurred for relocating existing signs to new anchors at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item 903-99.02, Relocate Existing Sign, per each. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

R. Right of Way JSP

Parcel 001-M&J Gardner Properties, LLC (Mark Gardner 417-844-8202)

Job No.: J8S3157
Route: 413
County: Greene

- Requests work be done non-operating business hours. Hours of Operation 10:00 a.m. - 2:00 a.m.

Parcel 002-No Taking

Parcel 003-D&Z Properties, LLC

- No Concerns

Parcel 004-Mo Pacific Railroad

- Requests 100% Plan Approval prior to agreement of Temporary Easement

Parcel 005-Prestressed Casting (Keith 417-869-7350) (James 417-880-3160)

- Water Drainage area mark DND, see below:



- Please call ahead if equipment must be moved (may take some time)

Parcel 006-USA (High Security Must Comply)

- Must Call and Stay in Contact with **Tim Bradshaw 417-837-1704** (Facilities Manager) and **Jason Graffi 417-862-7041 x 1252** (Property Specialist)
- Construction to replace all fencing including concrete posts/chains to original condition per specs.
- Temporary Fencing to be utilized at the WEST end of project by bridge
- Adhere to all conditions within temporary permit provided by Federal Bureau of Prisons. Permit is located in electronic deliverables.

Parcel 007-GBS Property Co. (Tony Still 417-872-5203)

- Request to pour entrance ½ at a time after hours. Hours of Operation 730am-530pm
- Please call if food trucks need to be moved to accommodate

Parcel 008-Archimica Inc.-No Taking

Parcel 009-Hamburg Properties, LLC

- Requests to pour entrance ½ at a time. Hours of Operation 10:30 a.m. -9:00 p.m.
- Be mindful of Mailbox
 - **104.10.1 Mailboxes.** Mailboxes within the limits of the project that will interfere with operations shall be removed by the contractor before work is begun. Mailboxes shall be set temporarily where the mailbox will be accessible to both the carrier and the patron and shall be properly reset by the contractor at designated locations before final acceptance of the work by the Commission. Mailboxes damaged by the contractor shall be replaced by the contractor at the contractor's expense. All mailbox supports set by the contractor shall be in accordance with AASHTO guidelines. Mailboxes may be reset by the contractor using only approved supports furnished either by the postal patron or by the engineer. No

direct payment will be made for the removal, relocation or replacement of mailboxes or supports.

Parcel 010-JFOR, LLC (Scott 417-839-8007)

- Mark 2-Posts on either side of driveway with fence and trees as DND
- Call if need behind the gate

Parcel 011-Raymond Whitmire (Sofa City 417-720-1050)

- Requests work after hours. Hours of Operation 10:00 a.m. – 7:00 p.m.
- Be mindful of Mailbox
 - **104.10.1 Mailboxes.** Mailboxes within the limits of the project that will interfere with operations shall be removed by the contractor before work is begun. Mailboxes shall be set temporarily where the mailbox will be accessible to both the carrier and the patron and shall be properly reset by the contractor at designated locations before final acceptance of the work by the Commission. Mailboxes damaged by the contractor shall be replaced by the contractor at the contractor's expense. All mailbox supports set by the contractor shall be in accordance with AASHTO guidelines. Mailboxes may be reset by the contractor using only approved supports furnished either by the postal patron or by the engineer. No direct payment will be made for the removal, relocation or replacement of mailboxes or supports.

Parcel 012-Joe & Sons Liquor (Manager Eric Collins 417-761-2640)

- Rose bushes and railroad ties mark DND
- Requests work off business hours. **Hours of Operation 5:00 p.m. – 11:00 a.m.**

Parcel 013-Cottonwood Grove

- No Concerns

Parcel 014-EVI Marion Park Apartments

- No Concerns

S. MoDOT's Construction Workforce Program NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor's Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall

manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 *By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.*

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4

Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3

Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

T. Delayed Receipt of Railroad Clearance Certification

1.0 Description. The contractor should be aware that MoDOT has not received the required Railroad Clearance certification at the time of advertisement for bid; however, MoDOT anticipates that the required Railroad Clearance Certification will be provided prior to the project's "Notice to Proceed" date for construction operations. If MoDOT cannot provide the Railroad Clearance certification prior to the project's "Notice to Proceed" notification, the contractor will not have access to any MNAR/Union Pacific property until the Railroad Certifications have been provided to and reviewed by FHWA.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision. Any allowance for time extensions, that results from a delay in railroad clearance, will be covered under Sec 108.14 of the current Missouri Standard Specifications for Highway Construction.

U. Union Pacific Railroad and Missouri and Northern Arkansas Railroad Requirements

Summary: There are two Railroads with involvement at this location. Union Pacific Railroad Company (UP) and Missouri & Northern Arkansas Railroad Company, Inc. (MNA). Each Railroad will require a Contractor Right of Entry Agreement and Separate Insurance Policies. Missouri & Northern Arkansas Railroad Co., Inc. will provide the flagging for this project. Contact information for each Railroad representative can be found within the following requirements.

1.0 Introduction.

1.1 These Railroad Requirements set forth terms and conditions agreed upon between the Missouri & Northern Arkansas Railroad Company, Inc., Union Pacific Railroad Co. (Railroads), and the Missouri Highways and Transportation Commission (Commission), under which the Railroads will allow the Commission's contractors to enter in and upon Railroad's real property, right of way, tracks, and other facilities (Railroad's Property) to perform the contractor's work relating to this project.

1.2 To report an emergency on the Railroad, call: 866-527-3499

1.3 The project is located on the UP Springfield Industrial Lead Subdivision (Leased MNA), US DOT # 445059V (MP 508.40) in Springfield, MO. **Current FRA data shows 2 daytime, zero nighttime and zero passenger trains per day.**

1.4 Definitions of terms set forth in the current edition of the Missouri Standard Specifications for Highway Construction shall be applicable to those terms as used in these Railroad Requirements.

1.5 Contractor may not access, at any time, any property of the Railroad outside the State's permanent and temporary easements without Railroad's prior, written approval.

2.0 Authority of Railroad Representative and Engineer.

2.1 The authorized representative of the Railroad, herein called "Railroad Representative", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

2.1.1 The Railroad designates the following individuals as the Railroad Representative for this project. Except as otherwise provided in these Railroad Requirements, the contractor shall address all notices concerning this project to the Railroad Representatives, as follows:

Job No.: J8S3157
Route: 413
County: Greene

Mr. Greg Feyerabend
General Manager
Missouri & Northern Arkansas
Railroad Company, Inc.
514 North Orner
Carthage, MO 64836
Email: Greg.Feyerabend@gwrr.com
Telephone: (918) 289-4861 (mobile)

Tiecy Cotton,
Engineering-Public Projects
Union Pacific Railroad Company
24125 Old Aldine Westfield Road
Spring, TX 77373
Telephone: (281) 350-7408
Email: tmcotton@up.com

2.1.2 The Railroads, or the individuals identified above, may designate a different individual to act as the Railroad Representative for this project, and may change the address information stated above, by giving written notice of the changes to the contractor and to the Engineer, as provided in these Railroad Requirements.

2.2 The authorized representative of the Commission (Engineer) shall have authority over all other matters as prescribed herein and in the project specifications.

3.0 Contractor's Indemnity Obligations to the Railroad.

3.1 The contractor agrees to indemnify, defend, and hold harmless the Railroads from and against any injury or death of persons whomsoever, or from any loss or damage to the Railroad's Property, caused by acts or omissions of the contractor in performing work on this project, whether on, over, under or in the vicinity of the Railroad's Property. In the event the contractor shall fail to restore the Railroad's Property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's Property is called to the contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the contractor. In addition to such remedies of the Railroad, the Commission will withhold from final payment due to the contractor the amount reasonably necessary to reimburse the Railroad for such loss or damage or for performing such work. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's Property.

4.0 Notice of Starting Work.

4.1 The contractor shall not commence any work on the Railroad's right of way until contractor has complied with the following conditions:

4.2 At least thirty (30) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor has given written notice of the contractor's proposed start date and time to the Railroad Representative, and Railroad's Manager of Track Maintenance (see paragraph 12.2.3 below), with a copy to the Engineer.

4.3 The Commission has obtained written approval from the Railroad's Representative for the contractor's insurance coverage as required by Section 17 of these Railroad Requirements, and authorization for the contractor to begin work on the Railroad's Property.

4.4 The contractor has determined whether fiber optic cable systems are buried on the Railroad's Property. If fiber optic cable systems are buried on the Railroad's Property, then the contractor has contacted the Railroad at the 24 hour number, 800-336-9193, has contacted the telecommunications company involved, has arranged for a cable locator, and has made arrangements for relocation or other protection of the fiber optic cable system on the Railroad's Property.

4.5 The contractor's employees, representatives or agents who are regularly assigned to perform work on the Railroad's Property have been certified as having completed the Internet Safety Orientation available at www.rtrainers.com/RWOnlineTraining/ where contractor needs to complete the course – 2014 Genesee & Wyoming Roadway Worker Protection Training for Railroad Contractors. This certification shall be renewed annually. In addition, the contractor shall require that every employee, representative or agent who is not regularly assigned to perform work on the Railroad's Property has received appropriate safety training before performing any work on the Railroad's property. The cost of the Internet Safety Orientation, which is subject to change, is currently \$35 per person per year.

4.6 Right of Entry. At least thirty (30) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor shall enter into a Contractor's Right of Entry Agreement (CROE) with Railroad prior to working on Railroad property. Below is the 4-step process that must be followed for the contractors right of entry:

- a. Fill out the CROE using the following Scope of Work: Replace bridge number H0945 (with A8935) over the Union Pacific at DOT 445059V.
- b. Sign the CROE.
- c. Submit the Administrative fee of \$1,025, referencing your folder/project number on the payment submission.
- d. Email the signed CROE to cjmoore@up.com.
- e. Once the CROE Agreement and payment have been received, please allow a minimum of 30 days to process CROE and the railroad will return fully executed agreement.

4.6.1 If applicable to the project, the contractor must submit a plan for demolition, falsework, lifting plans over the Railroad property, shoring plans, and any other applicable plans the Railroad may require as well as means and methods to the Railroad for review and approval. All plans submitted to the Railroad must be signed and sealed by Professional Engineer licensed in the State of Missouri. These plans can be submitted along with the Right of Entry application; however, the Right of Entry will not be approved until all required plans are approved by the Railroad. **After the UP CROE agreement is complete, a separate CROE agreement will need to be completed for Missouri & Northern Arkansas Railroad Co., Inc. by following the following link:**

http://www.gwrr.com/real_estate/accessing_property.be

4.6.2 The applicant must submit the completed application to the MNA Real Estate Department including a check or money order, to cover the non-refundable fee of \$1,750 made payable to the Missouri & Northern Arkansas Railroad Co., Inc. The application must include railroad milepost, railroad subdivision, and scope of work.

4.6.3 Upon approval of the application, the MNA Real Estate Department will draft an agreement and forward to the applicant for signature. **Application does not guarantee approval.** The applicant must then return the signed document to the MNA Real Estate Department along with the pertinent certificate of insurance outlined in the agreement. Once in receipt of these documents, the agreement will then be executed on behalf of the MNA Railroad.

5.0 Interference with Railroad's Operations.

5.1 The Railroad's right of way is located within the limits of this project. The contractor shall take care to ensure that it will not drop any debris or material on the Railroad's Property.

5.2 The contractor shall arrange and conduct all of the contractor's work so that it causes no interference with the Railroad's operations, including train, signal, telephone, telegraphic services, damage to the Railroad's Property, poles, wires, and other facilities of tenants on the Railroad's Property. Whenever the contractor's work may directly affect the operations or safety of trains, the contractor shall submit a written description of the method of doing such work to the MNA Railroad Representative for approval, but such approval shall not relieve the contractor from liability resulting from the contractor's work. Any work to be performed by the contractor that requires flagging service shall be deferred by the contractor until the flagging services are available at the job site.

5.3 Whenever the contractor's work upon the Railroad's Property will unavoidably cause an impediment to the Railroad's operations, such as requiring the use of runaround tracks or reduced train speed, the contractor should schedule and conduct these operations so that this impediment is reduced to the absolute minimum.

5.4 If conditions arising from, or in connection with the work require immediate and unusual provisions to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Representative, or the Engineer if the Railroad Representative is absent, such provision is insufficient, then the Railroad Representative or Engineer may require or provide such provisions as he/she deems necessary. In any event, the contractor shall make such provisions at the contractor's expense and without cost to the Railroad or the Commission.

6.0 Track Clearances. During construction, the contractor shall maintain not less than the minimum track clearances as shown on the project plans. However, before undertaking any work within the Railroad's Property and before placing any obstruction over any track, the contractor shall:

6.1 Notify the MNA Railroad Representative at least ten (10) days in advance of the proposed work.

6.2 Receive assurance from the MNA Railroad Representative that arrangements have been made for flagging service as may be necessary.

6.3. Receive permission from the MNA and UP Railroad Representatives to proceed with the work, as provided in section 4.0.

6.4. Confirm that the Engineer has received copies of the contractor's notice to the Railroads, and of the Railroads' response.

7.0 Construction Procedures.

7.1. General. The contractor's work on the Railroad's property shall be performed in accordance with these Railroad Requirements and shall be subject to the Railroad's inspection and review. The contractor shall submit plans that shall be signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo, for the demolition of any structure over Railroad right of way, and for temporary shoring and falsework that may affect the Railroad's facilities or traffic.

7.2 Excavation. The contractor shall maintain the subgrade of an operated track with the beam edge at least 12 feet from centerline of track and not more than 26 inches below top of rail, unless the existing section fails to meet this specification, in which case the contractor shall maintain the existing section.

8.0 Maintenance of Railroad Facilities. Within the project limits, the contractor shall maintain Railroad's Property, including all ditches and drainage structures, free of silt or other obstructions that may result from contractor's operations. The contractor shall promptly repair eroded areas within the Railroad's Property and repair any other damage to the Railroad's Property or the Railroad's tenants. The contractor shall perform all such maintenance and repair of damages due to the contractor's operations at the contractor's expense.

9.0 Storage of Materials and Equipment.

9.1 The contractor shall obtain permission from the Railroad Representative before storing any materials or equipment anywhere on Railroad's Property. The Railroad will not ordinarily permit storage within twenty-five feet (25') from the centerline of any track, or within three hundred feet (300') from any grade crossing. The Railroad will not be liable for damage to such material and equipment from any cause, and the Railroad Representative may move such material and equipment or require the contractor to move it, at the contractor's expense.

9.2 The contractor shall not leave unattended any grading or construction machinery parked upon Railroad's Property, unless it is effectively immobilized so that unauthorized persons cannot move such machinery.

10.0 Cleanup. Upon completion of the work, the contractor shall remove from within the limits of the Railroad's Property all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of the contractor's and shall leave Railroad's Property in a neat condition satisfactory to the Railroad Representative.

11.0 Damages. The Railroad shall not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment, and materials caused by the Railroad's traffic. However, the preceding sentence shall not exempt the Railroad from liability for any loss, damage or injury proximately caused by the Railroad's intentional misconduct or sole or gross negligence. The contractor shall directly reimburse the Railroad for any cost the Railroad reasonably incurs for repairing damages to the Railroad's Property or to property of the Railroad's tenants, caused by or resulting from the operations of the contractor relating to this project.

12.0 Flagging Services.

12.1 When Flagging is Required. The Railroad has sole authority to determine the need for flagging to protect the Railroad's operations. Whenever the Railroad requires flagging services

with reference to any of the contractor's work on this project, the contractor shall not perform any such work until all required flaggers are present at the job site.

12.1.1 In general, the Railroad may require flagging services whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's Property, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, to prevent unreasonable risks of accidental hazard to the Railroad's operations or personnel.

12.1.2 Normally the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where the Railroad may assign up to three flaggers. However, if the contractor works within the distances that violate instructions given by the Railroad Representative or performs work upon or adjacent to Railroad's Property that has not been scheduled with the Railroad Representative, the Railroad may require flagging services full time until the project is completed.

12.2 Scheduling and Notification of Flagging Services.

12.2.1 The contractor shall arrange with the Railroad all flagging services required by the Railroad to accomplish the contractor's work on this project.

12.2.2 Before the contractor begins work on the Railroad's Property, the contractor shall furnish to the Railroad Representative and the Engineer a schedule for all work required to complete the contractor's portion of the project within the Railroad's Property and shall arrange for a job site meeting between the contractor, the Engineer, and the Railroad Representative. Until the contractor has provided its work schedule and met on-site with the Railroad Representative and the Engineer, the Railroad may withhold all flagging services from the contractor's proposed job site. Before the flagger(s) begin each day's work, the flagger(s) and the contractor shall meet to conduct a job briefing.

12.2.3 Before the contractor first begins any work upon or adjacent to the Railroad's Property, the contractor shall give not less than thirty (30) days' advance notice to the Railroad, and to the Engineer, of its intent to begin such work. The contractor shall address all notices relating to flagging to the Railroad as follows:

Mr. Greg Feyerabend
General Manager
Missouri & Northern Arkansas Railroad Company, Inc.
514 North Orner
Carthage, MO 64836
Email: Greg.Feyerabend@gwrr.com
Telephone: (918) 289-4861 (mobile)

12.2.4 The Railroad usually assigns one flagger to work at the job site on a continuous basis until the contractor no longer needs flagging services. The contractor shall not call for flagging services on a spot basis. The Railroad's assigned flagger shall notify the Engineer when flagging services have begun and ended. The flagger shall give these notices immediately upon arrival at the job site on the first day, and before departing from the job site on the last day of each separate period when the Railroad provides flagging services, or as soon as possible thereafter. The Engineer shall document these notifications in the project records.

12.2.5 After the contractor has begun work that requires flagging services, the contractor shall give not less than five (5) day's advance written notice to the Railroad before discontinuing flagging services and terminating the obligation to pay for flagging services. The contractor shall simultaneously provide a copy of this notice to the Engineer. If the contractor's work on or adjacent to the Railroad's Property is suspended at any time, or for any reason, then before the contractor resumes any work on or adjacent to the Railroad's Property, the contractor shall give advance, written notice to the Railroad and to the Engineer of its intent to resume such work. This notice shall provide sufficient details of the contractor's proposed work to enable the Railroad Representative to determine whether flagging services will be required before the contractor resumes its work on or adjacent to the Railroad's Property. The contractor shall give this required notice at least three (3) working days before it intends to resume such work; however, the Railroad may take up to thirty (30) days after the contractor has given this notice before resuming flagging services at the job site. The requirements of this paragraph 12.2.5 shall not apply if the suspension and resumption of the contractor's work were previously scheduled with the Railroad pursuant to paragraph 12.2.2 of these Railroad Requirements, or the suspension was caused by an emergency as provided in paragraph 12.2.6 of these Railroad Requirements.

12.2.6 If, after the Railroad has assigned a flagger to the project site in accordance with section 12.0, any emergency requires the flagger's presence elsewhere, then the contractor shall suspend work on the Railroad's Property until the flagger is again available. Any additional costs to the contractor resulting from such delay shall be borne by the contractor and not by the Railroad.

12.3 Payment for Flagging Services.

12.3.1 The Commission will pay the Railroad directly for the cost of flagging services associated with this project by deducting the amount from the Commission's payments to the contractor.

12.3.2 The estimated cost of flagging services is approximately \$1,200 per day, based on an 8-hour workday and a 40-hour work week. The Railroad shall charge not more than its actual cost of providing these flagging services, which includes the base pay for the flagger or flaggers who actually performed the required flagging services, the Railroad's reasonable overhead costs, and the reasonable costs actually incurred for the flagger's travel expenses, meals and lodging if required. The Railroad may charge a maximum of one-hour travel time each way per day per flagger, for travel to and from the job site. A flagger's work in excess of 8 hours per day or 40 hours per week, but not more than 12 hours per day, will result in a pay rate of \$225 per hour after 8 hours. If a flagger performs required flagging services on a holiday, then the pay rate shall be \$225 per hour for all hours worked on the holiday. The Commission also shall reimburse the Railroad for its actual expenses reasonably incurred in preparing and handling invoices to the Commission for the cost of these flagging services. The Railroad's charges to the Commission shall be in accordance with applicable provisions of the FAPG issued by the FHWA, including all current amendments.

12.3.3 The Railroad shall submit progress invoices to the Engineer during the time the Railroad requires flagging services. The Railroad shall submit its final invoice for flagging services to the Engineer within one hundred eighty (180) days after the contractor has notified the Railroad and the Commission that all its work over the Railroad's Property is complete, in accordance with section 18.0 below. If the Commission does not receive the Railroad's final flagging invoice within this time period, then the Railroad shall obtain payment directly from the contractor.

12.3.4 If a dispute arises between the Railroad, the Commission and the contractor concerning the amount charged for flagging service, then the Commission may deduct the full amount of the Railroad's invoice from the contractor's payment, until the dispute is resolved.

12.4 Flagging Complaints. The contractor and the Railroad shall attempt to resolve any complaints concerning flagging services in a timely manner. If the contractor disputes the need for a flagger, the contractor shall notify the Railroad Engineer and the Engineer. The contractor shall confirm any verbal complaints in writing within five (5) working days, by sending a copy to the Railroad Representative and to the Engineer.

13.0 Temporary Construction Grade Crossing.

13.1 When the contractor has no reasonable alternate method of transporting construction materials and personnel across the Railroad's track, the contractor shall make all necessary arrangements with the Railroad for the installation, maintenance, and removal of one temporary grade crossing for a construction haul road. The contractor shall bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by the Railroad's personnel. The contractor shall execute the Railroad's standard Road Crossing Agreement covering terms and conditions for the temporary crossing.

13.2 Neither the contractor nor the Railroad shall construct any crossing for use by the contractor for transporting materials or equipment across the tracks of the Railroad until the Railroad Representative specifically authorizes the installation, maintenance, necessary watching and flagging thereof and removal, which shall be done at the contractor's expense.

14.0 Work for the Benefit of the Contractors. The project plans show all temporary or permanent changes in wire lines or other facilities that are necessary to complete the project, or these changes will be covered by appropriate plan revisions approved by the Commission and the Railroad. If the contractor desires any further changes, the contractor shall make separate arrangements with the Railroad for those changes, at the contractor's expense.

15.0 Cooperation and Delays. The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants of the Railroad. In arranging a schedule, the contractor shall request information from the Railroad, and the Railroad shall promptly provide information, concerning the minimum lead-time required for assembling crews and materials. The contractor shall schedule adequate time for those activities. The contractor shall not make any claim against the Railroad for hindrance or delay on account of railway traffic for:

15.1 Any work the Railroad performs.

15.2 Other delay incident to or necessary for the safe maintenance of railway traffic.

15.3 Any delays due to compliance with these Railroad Requirements.

16.0 Trainman's Walkways. The contractor shall maintain along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 12 feet from the centerline of the track. Before the close of each workday, the contractor shall remove all temporary impediments to walkways and track drainage encroachments or obstructions that were allowed during work hours when flagging services were available.

Whenever the contractor excavates or maintains any excavation near the walkway, the contractor shall install a handrail with 12 feet minimum clearance from the centerline of the track.

17.0 Insurance.

17.1 General Insurance Provisions. The contractor shall, at its sole cost and expense, procure and continuously maintain in force during this project, the insurance coverage required under this section 17 until the contractor has completed all project work on the Railroad's Property, has removed all equipment and materials from the Railroad's Property, and has cleaned and restored the Railroad's Property to the satisfaction of the Engineer and the Railroad Representative. The amount of work to be performed upon, over or under the Railroad's Property is estimated to be one percent (1.0%) of the contractor's total bid for the project.

17.2 Commercial General Liability Insurance. The contractor shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$5,000,000 for each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "**Missouri & Northern Arkansas Railroad Company** Property" as the Designated Job Site.

17.3 Business Automobile Coverage Insurance. The contractor shall maintain business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident. The policy must contain the following endorsements, which must be stated on the certificate of insurance: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Missouri & Northern Arkansas Railroad Company Property" as the Designated Job Site; and Motor Carrier Act Endorsement - Hazardous Materials Clean Up (MCS-90) if required by law.

17.4 Workers' Compensation and Employers' Liability Insurance. The contractor shall maintain workers' compensation insurance coverage, with not less than the minimum statutory liability required under the workers' compensation laws of the State of Missouri. The contractor shall maintain Employers' Liability (Part B) insurance coverage with limits of at least \$500,000 for each accident, a \$500,000 disease policy limit, and \$500,000 for each employee. If the contractor is self-insured, then the contractor shall provide evidence of state approval and excess workers' compensation coverage, which must include coverage for liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable. The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Alternate Employer Endorsement" ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

17.5 Railroad Protective Liability Insurance. The contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$5,000,000 per occurrence and an aggregate limit of \$10,000,000. Before commencing any work on the Railroad's Property, the contractor shall submit the original insurance policy to the Railroad or may submit a binder stating that the required Railroad Protective Liability policy is in place until the contractor delivers the original policy to the Railroad. The contractor shall cause the Railroad

Job No.: J8S3157
Route: 413
County: Greene

Protective Liability Insurance policy to include a description of the named insured, the work, and the job site, as follows:

17.6.1 Named Insured. The Named Insured on the Railroad Protective Liability Insurance policy shall be Missouri & Northern Arkansas Railroad Company, Inc.

17.6.2 Description and Designation. The description of the work and designation of the job site to be shown on the Railroad Protective Liability Insurance policy are as follows:

Replace MoDOT Bridge H0945
Job No. J8S3157, Greene County, US Route 413
US DOT # 445059V UP Springfield Industrial lead Subdivision (Leased MNA) Milepost 508.40

17.7 Umbrella or Excess Insurance. If the contractor utilizes umbrella or excess insurance policies, these policies must “follow form” and afford no less coverage than the primary policy.

17.8 Pollution Liability Insurance. The contractor shall maintain pollution liability insurance coverage, which must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000. If the scope of work as defined in this Project includes the disposal of any hazardous or non-hazardous materials from the job site, the contractor must furnish to the Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

17.9 Other Insurance Requirements.

17.9.1. Each policy required above (except workers' compensation and employers' liability) must include the Railroad and its affiliated companies, including but not limited to Genesee & Wyoming, Inc. as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to the Railroad as an additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 and CA 20 48, provide coverage for the Railroad’s negligence whether sole or partial, active or passive.

17.9.2 Where allowable by law, the punitive damage exclusion shall be deleted, and the deletion shall be indicated on the certificate of insurance.

17.9.3 The contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against the Railroad and its agents, officers, directors, and employees, except that these waivers shall not apply to punitive damages, nor to any loss, damage or injury proximately caused by the Railroad’s intentional misconduct or sole or gross negligence. The certificate of insurance shall acknowledge these waivers.

17.9.4 Prior to commencing any work on the Railroad's Property, the contractor shall furnish the Railroad with one or more certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Section 17.0.

17.9.5 The contractor shall only obtain insurance policies written by a reputable insurance company acceptable to the Railroad, or which currently has a Best's Insurance Guide Rating of "A-" and Class VII or better, and which is authorized to do business in the State of Missouri.

17.9.6 The fact that insurance is obtained by the contractor or by the Railroad on behalf of the contractor will not be deemed to release or diminish the liability of the contractor, including, without limitation, liability under the indemnity provisions contained in Section 3.0 of these Railroad Requirements. Damages recoverable by the Railroad from the contractor or any third party will not be limited by the amount of the required insurance coverage, except to the extent of any payments the Railroad has received pursuant to insurance coverage obtained and paid for by the contractor.

17.10 Evidence of Insurance. The contractor shall provide evidence of insurance as required above to the addresses shown below, for review by the Commission and approval by the Railroad.

Railroad

Mr. Michael R. Morningstar
Director of Risk Management and Claims
Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South
Suite 150
Jacksonville, FL 32224
Phone: (904) 900-6258
Fax: (904)223-4618

Commission

Mrs. Brandi Ballwin
State Construction & Materials Engineer
MoDOT
P.O. Box 270
Jefferson City, MO 65102

17.11 Except as otherwise specifically provided in these Railroad Requirements, the Railroad will not accept binders as evidence of insurance, and the contractor shall provide the Railroad with the original insurance policy.

17.12 Insurance Required of Subcontractors. If any part of the work is sublet, the contractor shall maintain and provide evidence of similar insurance, in the same amounts as required of the prime contractor, to cover the subcontractor's operations. The Railroad will accept endorsements to the prime contractor's policies specifically naming subcontractors and describing the subcontractor's operations, for this purpose.

17.13 Cancellation of Insurance. The contractor and its insurers shall not cancel any of the required insurance coverage, except by permission of the Commission and the Railroad, or after thirty (30) days' written notice to the Commission and the Railroad at the addresses shown in subsection 17.10.

18.0 Completion of Work on Railroad's Property. The contractor shall notify Engineer and Railroad's Representative when the contractor has completed its work on Railroad's Property.

19.0 Failure to Comply. If the contractor violates or fails to comply with any of these Railroad Requirements, then the Railroad Engineer may require that the contractor vacate the Railroad's property and the Engineer may withhold all monies due to the contractor until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

20.0 Payment for Cost of Compliance. No separate payment will be made for any other cost incurred on account of compliance with this special provision. All such costs shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

20.1 If applicable to the project, the contractor must submit a plan for demolition, falsework, lifting plans over the Railroad property, shoring plans, and any other applicable plans the Railroad may require as well as means and methods to the Railroad for review and approval. All plans submitted to the Railroad must be signed and sealed by Professional Engineer licensed in the State of Missouri. These plans can be submitted along with the Right of Entry application; however, the Right of Entry will not be approved until all required plan submittals are approved by the Railroad. The Railroad may also require an onsite inspector to assure the work is carried out in accordance with the Railroad approved plans.

20.1.1 Payment for plan submittal, Railroad plan review and Railroad inspection fees.

The contractor shall be responsible for all costs associated with the generation and submittal of Railroad plans required for the right of entry agreement. The Commission will be responsible for and directly pay the Railroad for all Railroad review fees associated with these plan submittals and any onsite inspection and management fees charged by the Railroad. A line item (Railroad Plan Submittal) is provided for all costs associated with the generation and submittal of plans required for the Railroad right of entry agreement.

Item No.	Unit	Description
618-10.15	LS	Railroad Plan Submittal

V. Prime Contractor Requirements JSP-16-09

1.0 The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this project. Instead, for the purposes of constructing this project only, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

W. MoDOT's Construction Workforce Program NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor's Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall

manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- c. Review monthly workforce reports.
- d. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1

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Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).