

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

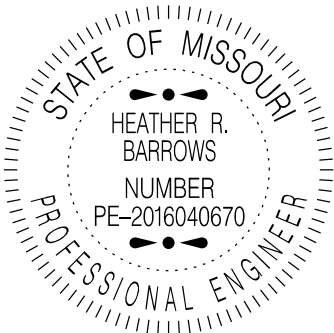
Route W, Pettis County

Route EE, Saline County

### **JOB SPECIAL PROVISIONS TABLE OF CONTENTS**

(Job Special Provisions shall prevail over General Provisions whenever in conflict therewith.)

A.	General - State JSP-09-03K	1
B.	Contract Liquidated Damages	1
C.	Work Zone Traffic Management	2
D.	Emergency Provisions and Incident Management	5
E.	Project Contact for Contractor/Bidder Questions	6
F.	Project Details and Quantities	6
G.	Supplemental Revisions JSP-18-01DD	22
H.	Contractor Quality Control for Plant Mix Bituminous Surface Leveling NJSP-15-21A	27
I.	Bridge End Transitions	30
J.	Pavement Marking Log	30
K.	Permanent Aggregate Edge Treatment NJSP-15-40B	30
L.	Delayed Receipt of Railroad Clearance Certification	31
M.	The Kansas City Southern Railway Company Requirements	31

 <i>Heather R. Barrows</i> 10/07/2024 1:37:48 PM HEATHER R. BARROWS - CIVIL MO-PE-2016040670	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 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: JST0107 JOHNSON, SALINE, LAFAYETTE and PETTIS COUNTY, MO DATE PREPARED: 08/9/2024
	ADDENDUM DATE:

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

Job No.: JST0107  
Route F, Johnson County      Route 127, Saline County  
Route 127, Pettis County      Route O, Pettis County  
Route AA, Lafayette County      Route W, Pettis County  
Route EE, Saline County

JOB  
SPECIAL PROVISION

A.      General - State JSP-09-03K

**1.0 Description.** The Federal Government is not participating in the cost of construction of this project.

**1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has 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.

State Wage Rates

**1.2** The following documents are available on the Missouri Department of Transportation web page at [www.modot.org](http://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 2024 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

**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 on all projects 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.

Notice to Proceed Date:	January 06, 2025
Contract Completion Date:	November 01, 2025

Job No.: JST0107  
 Route F, Johnson County      Route 127, Saline County  
 Route 127, Pettis County      Route O, Pettis County  
 Route AA, Lafayette County      Route W, Pettis County  
 Route EE, Saline County

**2.1 Calendar Days and Completion Dates.** Completion of the project is required as specified herein. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

<b>Project</b>	<b>Calendar Days</b>	<b>Daily Road User Cost</b>
JST0107	171	\$1800

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract 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 **\$2000** 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 specified contract 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 contract 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

**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.**

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**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 to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, 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.

#### **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.

### **3.0 Work Hour Restrictions.**

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**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:

<b>When Independence Day falls on:</b>	<b>The Holiday is Observed on:</b>	<b>Halt Lane Closures beginning at:</b>	<b>Allow Lane Closures to resume at:</b>
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

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

#### **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. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**4.3** The Engineer will ensure any disruptions to trails or other Section 4(f) resources during construction will not last no more than 30 minutes so as not to cause a significant delay of the public's use of those resources. A flagger will be stationed at the trail crossing to indicate when trail users are safe to cross the roadway.

**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

**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 816-622-0800			
City of Warrensburg	City of Marshall	City of Sedalia	City of Higginsville
Fire: 660-747-9136	Fire: 660-886-3312	Fire: 660-826-8044	Fire: 660-584-2104
Police: 660-747-9133	Police: 660-886-7411	Police: 660-826-8100	Police: 660-584-2106
Johnson County Sheriff Department 660-747-6469			
Saline County Sheriff Department 660-886-5511			
Pettis County Sheriff Department 660-827-0052			
Lafayette County Sheriff Department 66-259-3622			

**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.

Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

Route AA, Lafayette County

Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County

E. Project Contact for Contractor/Bidder Questions

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

Heather Barrows, Project Contact  
Kansas City District  
600 NE Colbern Road  
Lee's Summit, MO 64086

Telephone Number: 816-607-2209

Email: [heather.barrows@modot.mo.gov](mailto:heather.barrows@modot.mo.gov)

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

F. Project Details and Quantities

**1.0 Description.** This project consists of applying a plant mix bituminous pavement (surface leveling) as described here in. The project limits and total length of pavement limits are shown in the sketch below.





Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

Route AA, Lafayette County

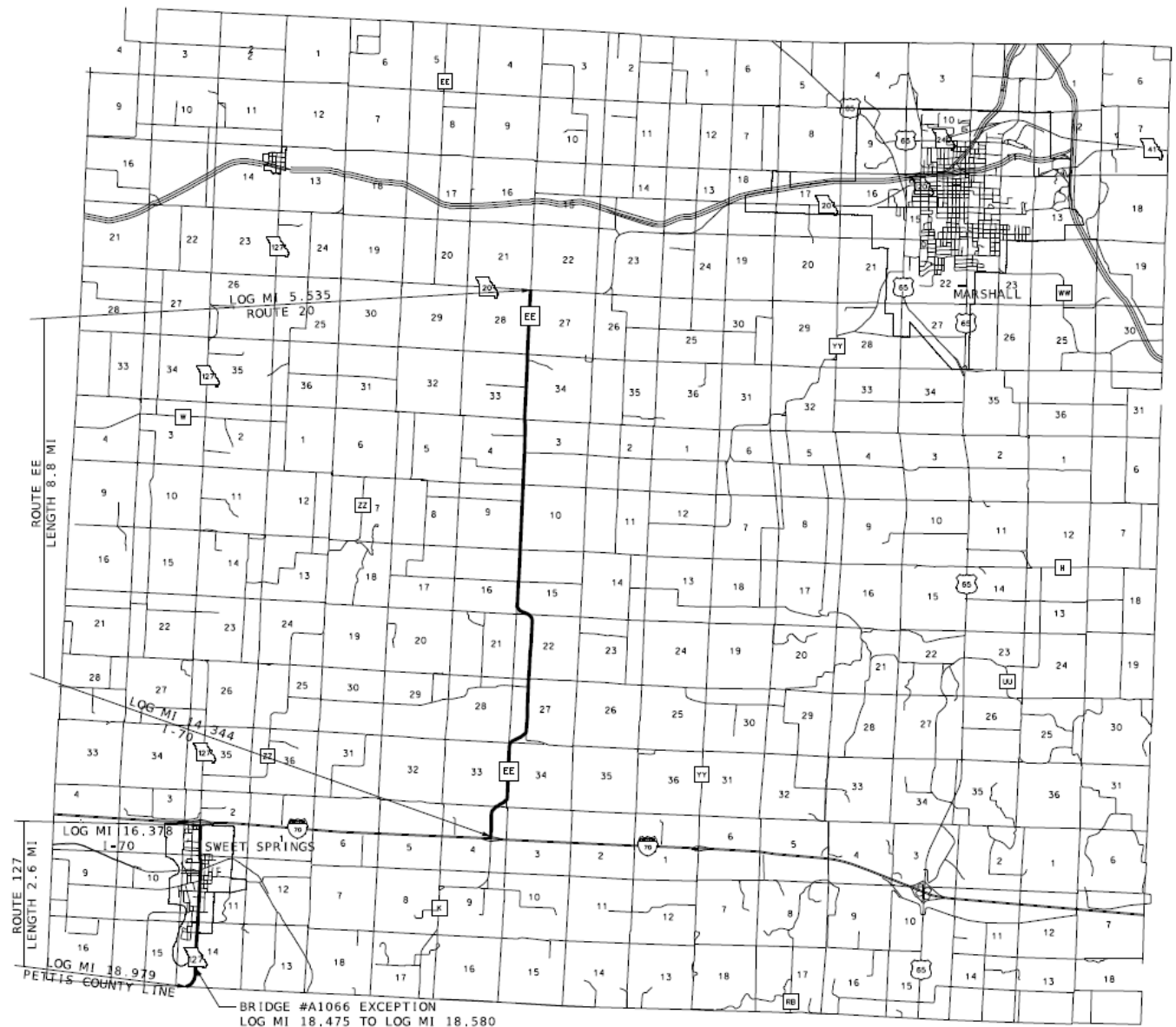
Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County

## SALINE COUNTY



Job No.: JST0107

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Route 127, Pettis County

Route AA, Lafayette County

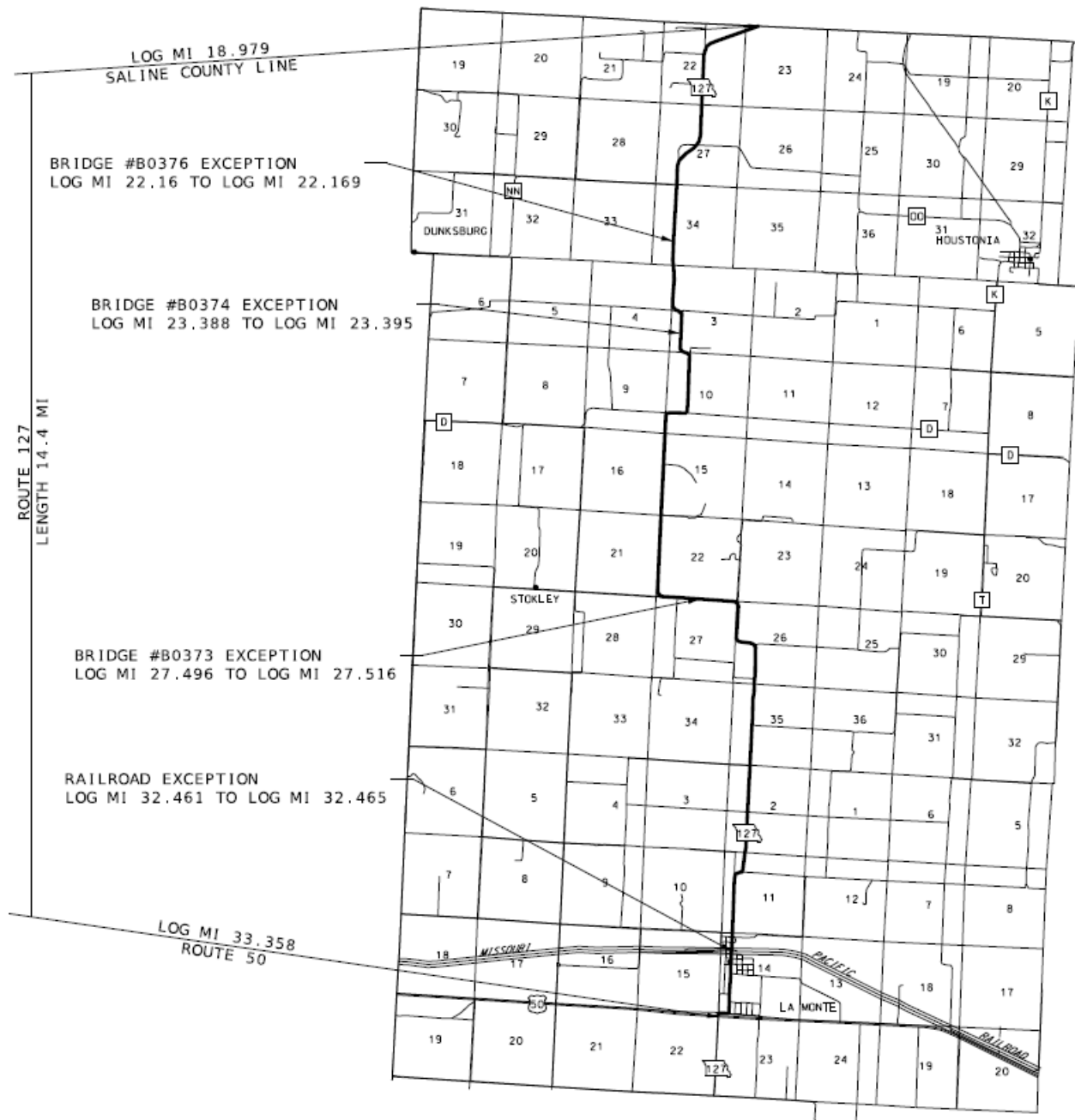
Route EE, Saline County

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Route W, Pettis County

## PETTIS COUNTY



Job No.: JST0107

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Route AA, Lafayette County

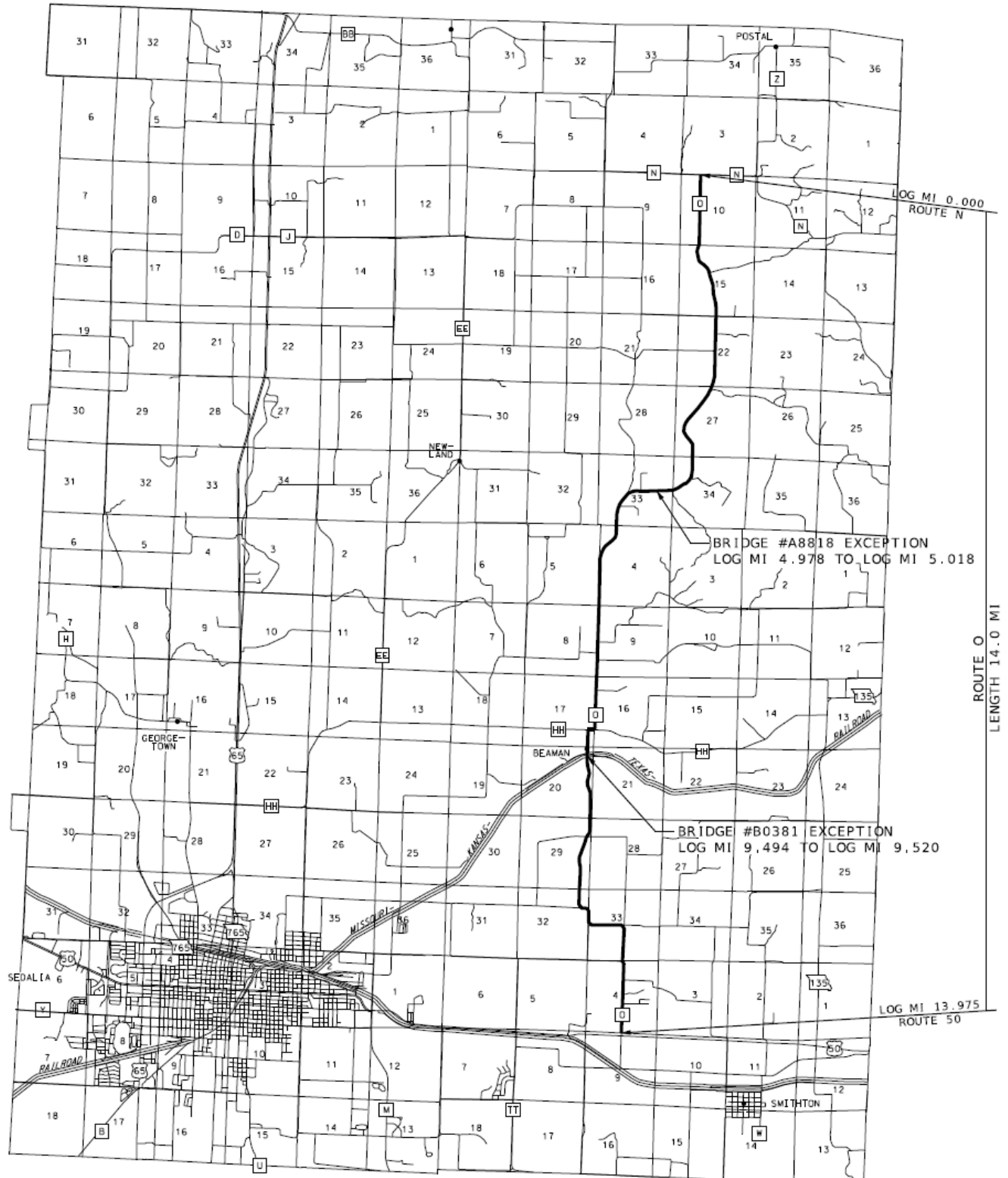
Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County

## PETTIS COUNTY



Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

Route AA, Lafayette County

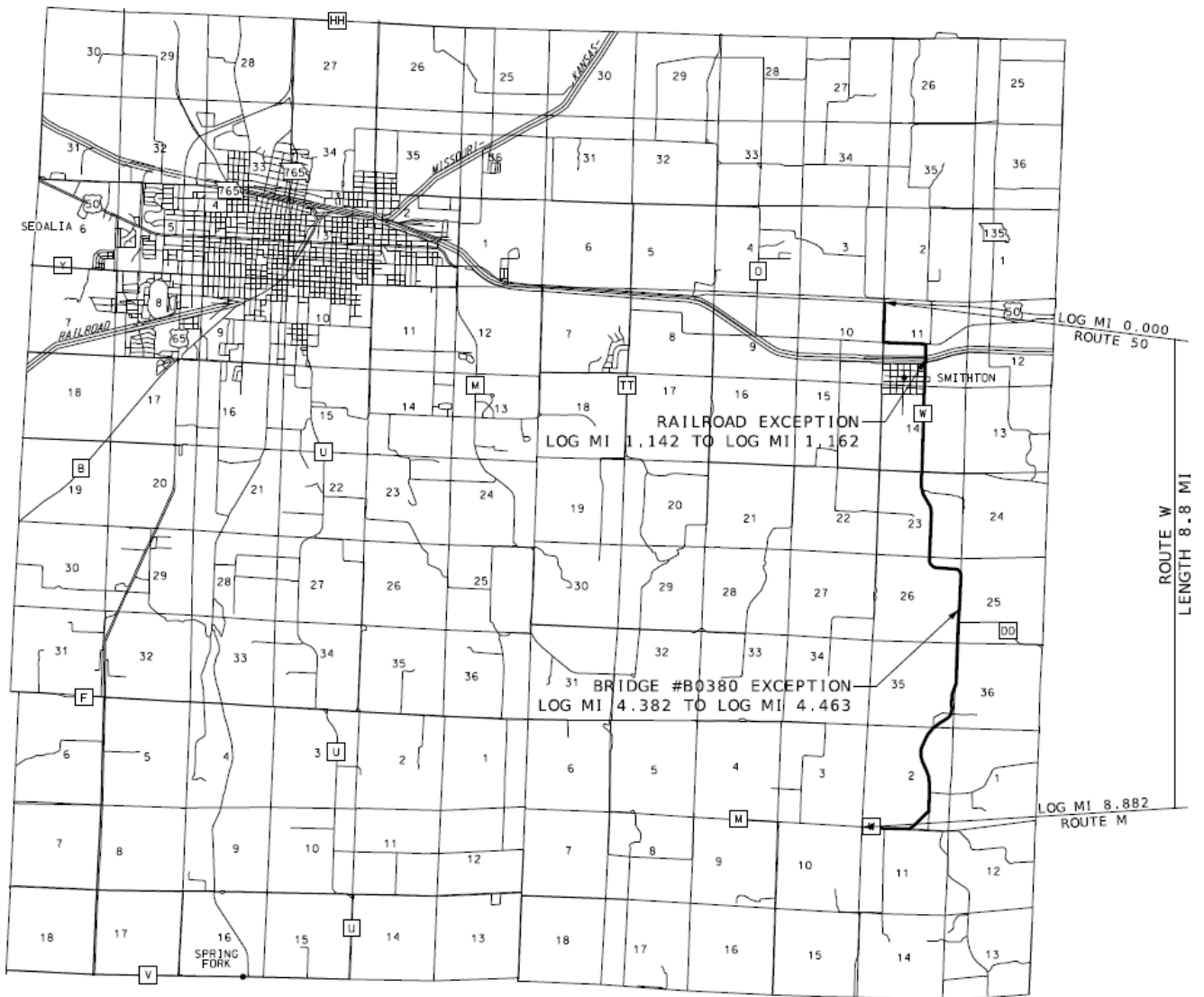
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## PETTIS COUNTY



Job No.: JST0107

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Route 127, Pettis County

Route AA, Lafayette County

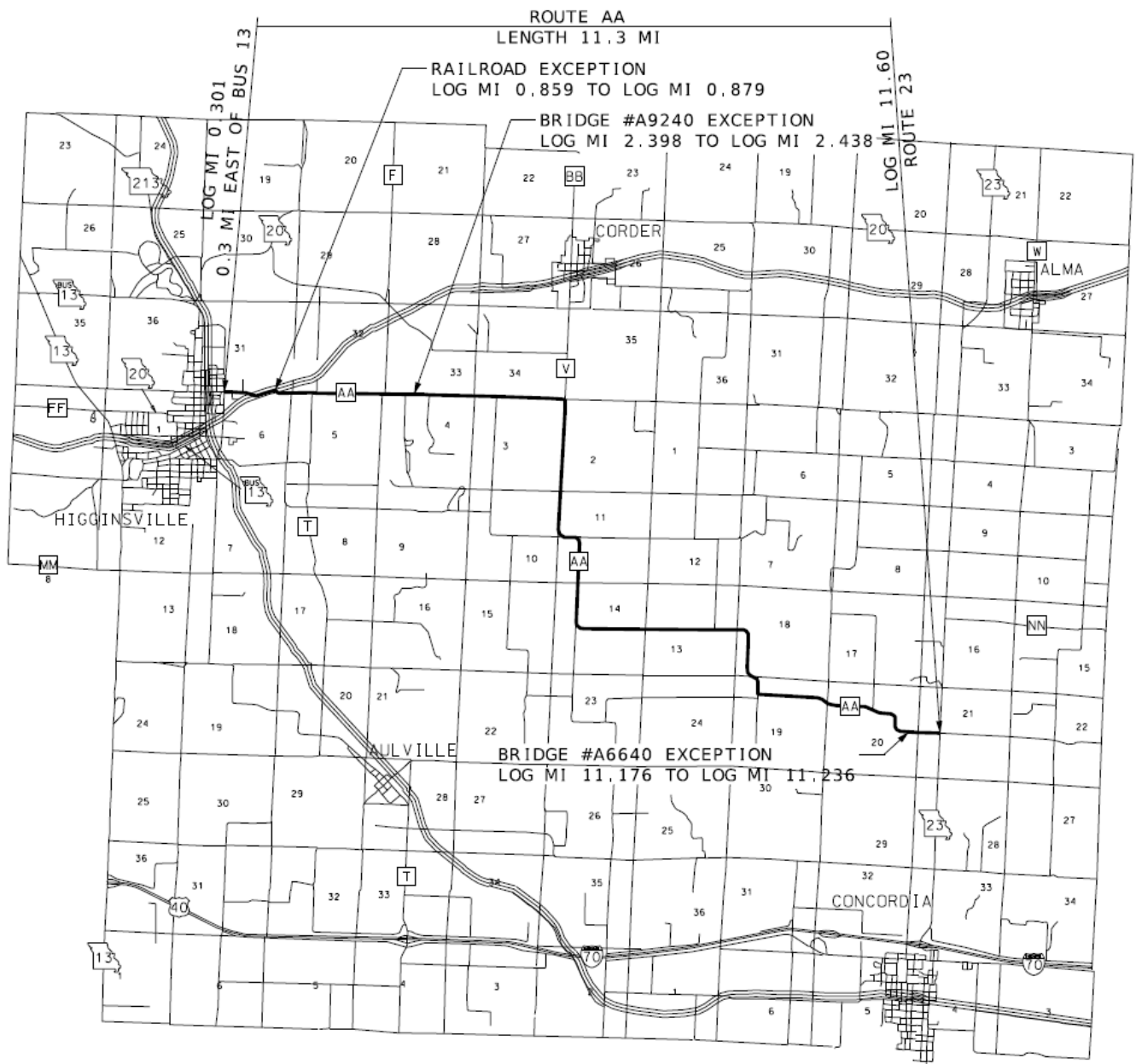
Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County

## LAFAYETTE COUNTY



Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

Pavement will not be placed at the following exception locations listed below:

EXCEPTIONS					
APPROX. LOG MILE		DIRECTION	ROUTE	LENGTH (FT)	COMMENTS/BRIDGE NUMBERS
FROM	TO				
1.751	1.783	SB	F	169	BRIDGE P0807
18.475	18.580	SB	127	554	BRIDGE A1066
22.16	22.169	SB	127	48	BRIDGE B0376
23.388	23.395	SB	127	37	BRIDGE B0374
27.496	27.516	SB	127	106	BRIDGE B0373
32.461	32.465	SB	127	21	RAILROAD CROSSING
4.978	5.018	SB	O	211	BRIDGE A8818
9.494	9.520	SB	O	137	BRIDGE B0381
1.142	1.162	SB	W	106	RAILROAD CROSSING
4.382	4.463	SB	W	428	BRIDGE B0380
0.859	0.879	EB	AA	106	RAILROAD CROSSING
2.398	2.438	EB	AA	211	BRIDGE A9240
11.176	11.236	EB	AA	317	BRIDGE A6640
			<b>TOTAL</b>	<b>2450</b>	

## 2.0 Mix and Pavement Transitions.

**2.1** 1" Plant Mix Bituminous Surface PG 64-22 pavement shall be placed the entire width of the lanes, one pass per lane with no superelevation correction. Tack coat shall be applied at the rate of 0.08 gal/yd<sup>2</sup> the entire width of the traveled way for the length of the pavement limits.

**2.2** Permanent Aggregate Edge Treatment shall be place 2' on both sides of the traveled way. See below for the depths of the edge drop offs.

Route	F	127	O	AA	W	EE
County	Johnson	Saline & Pettis	Pettis	Lafayette	Pettis	Saline
Edge Drop Off (IN)	4	4	4	3	4	3

**2.3** Depth transitions when beginning and ending at a state route shall be coldmilled at the rate of 1" in 25'. When beginning or ending mid-route, including exceptions, shall be coldmilled at the rate of 1" in 50'.

**2.4** Coldmilling and pavement tapers at intersecting state routes will vary. See quantities for the approximate paved approach and coldmilling areas (see transition area details below).

Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

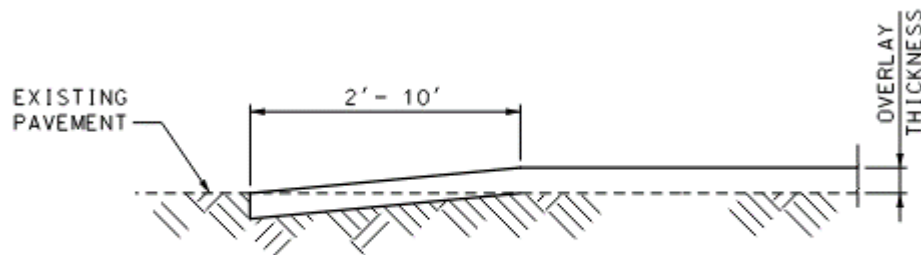
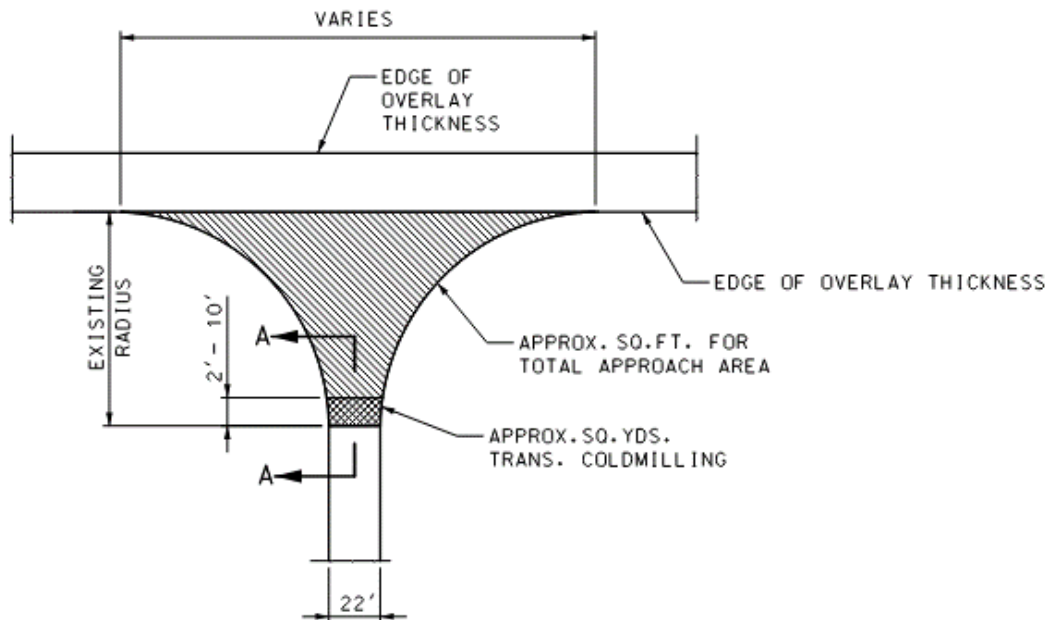
Route AA, Lafayette County

Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County



SECTION A-A  
TYPICAL STATE ROUTE JUNCTION  
(COLDMILLED TRANSITION)

**2.5** The bituminous pavement shall be tapered at entrances and non-state routes (see pavement taper details below).

Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

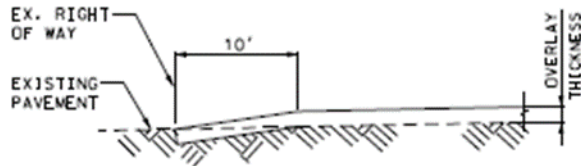
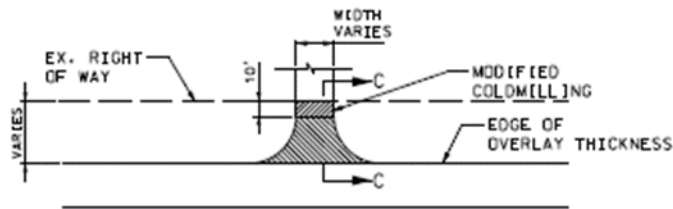
Route AA, Lafayette County

Route EE, Saline County

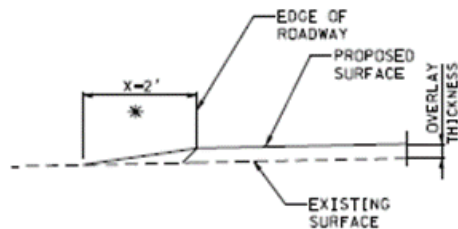
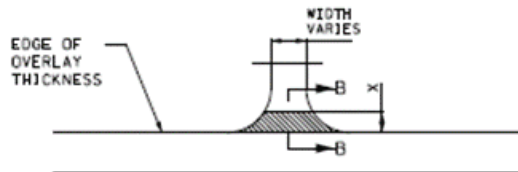
Route 127, Saline County

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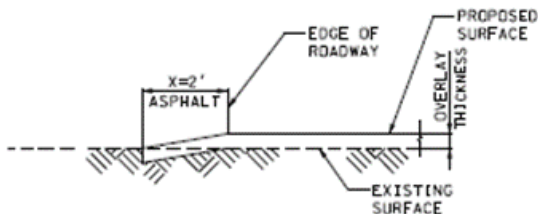
Route W, Pettis County



SECTION C-C  
TYPICAL ASPHALT FOR  
CITY OR COUNTY ROAD



SECTION B-B  
TYPICAL GRAVEL ENTRANCE  
(FIELD, PRIVATE OR COUNTY ROAD)  
\* TAPER AT 1:1 FOR FIELD ENTRANCE



SECTION B-B  
TYPICAL ASPHALT ENTRANCE

**2.6** The bituminous pavement shall be edge coldmill for concrete entrances or non-state routes (see pavement taper details below).



Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

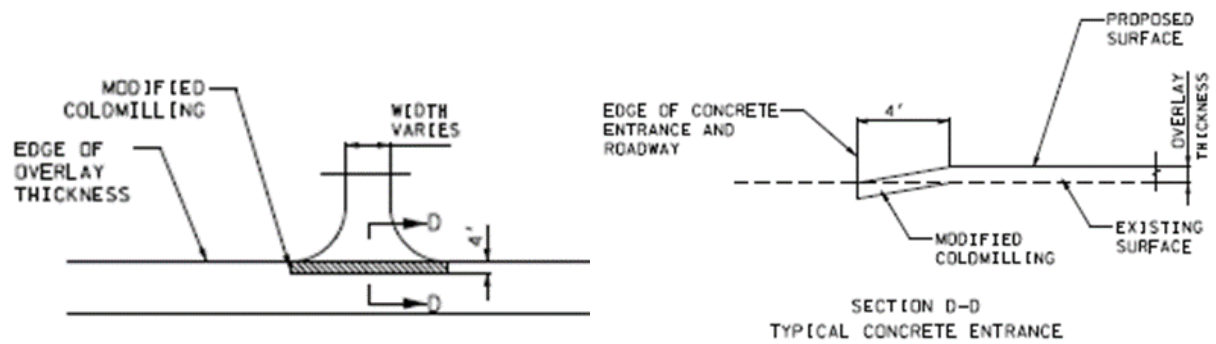
Route AA, Lafayette County

Route EE, Saline County

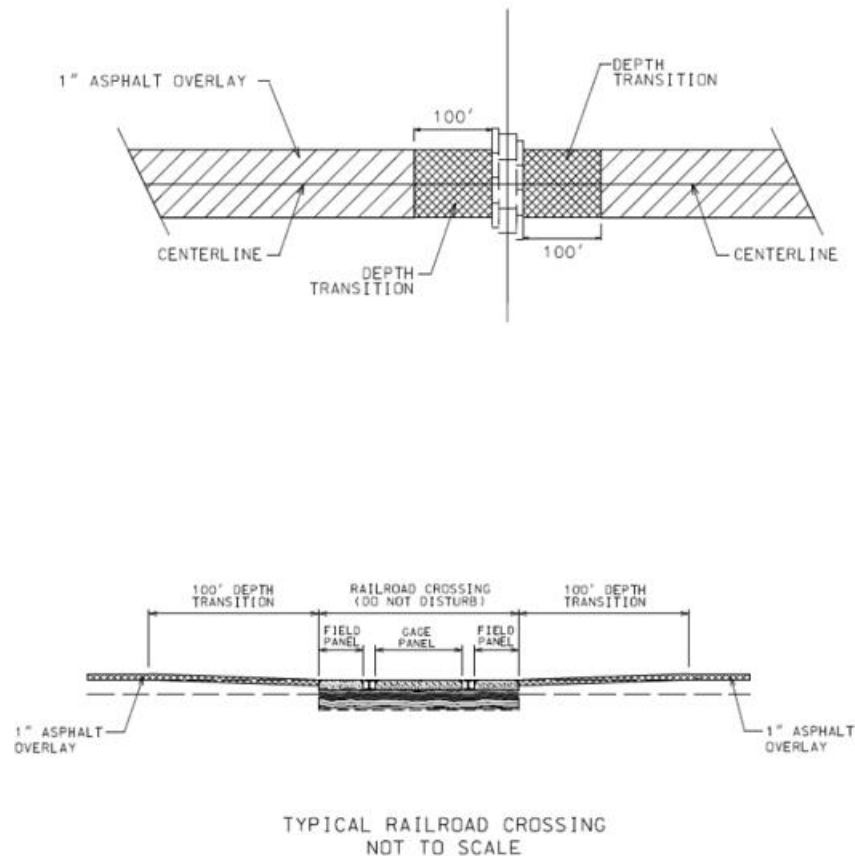
Route 127, Saline County

Route O, Pettis County

Route W, Pettis County



**2.7** The bituminous pavement shall be coldmilled and tapered at the Railroad (see pavement taper details below).



Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

Route AA, Lafayette County

Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County

### 3.0 Pavement and Coldmilling Quantities.

3.1 Pavement quantities are as follows:

**h**

BITUMINOUS PAVEMENT MIXTURE PG64-22 SURFACE LEVELING								
APPROX. LOG MILE		ROUTE	LENGTH	AVERAGE WIDTH	1.975	0.08	2 TONS/CY	REMARKS
					TONS/CY 1" SURFACE LEVELING (TONS)	GAL/SY TACK COAT (GAL)	PERMANENT AGGREGATE EDGE TREATMENT (INCL. ENTRANCES) (TONS)	
FROM	TO		(MI)	(FT)				
ROUTE F, JOHNSON COUNTY								
0.000	1.751	F SB	1.751	21.5	1223.1	1784	457	FROM ROUTE 58 TO BRIDGE P0807
1.751	1.783	F SB	0.032	21.5	0.0	0	0	BRIDGE P0807 EXCEPTION
1.783	8.626	F SB	6.843	21.5	4744.0	6918	1784	FROM BRIDGE P0807 TO ROUTE 2
					14.0	23	-	5 ASPHALT ENTRANCES/CROSSROADS
					-	-	239	14 GRAVEL COUNTY/CITY ROADS
					1491.8	-	-	25% IRREGULARITIES
ROUTE F PAY TOTAL					7472.9	8725	2480	
ROUTE EE SALINE COUNTY								
5.535	14.344	EE SB	8.809	21	5968.6	8703	1723	BEGINNING OF PROJECT TO END OF ROUTE
					25.8	38	-	4 ASPHALT ENTRANCES/CROSSROADS
					-	-	551	17 GRAVEL COUNTY/CITY ROADS
					1492.2	-	-	25% IRREGULARITIES
ROUTE EE PAY TOTAL					7486.6	8741	2274	

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

BITUMINOUS PAVEMENT MIXTURE PG64-22 SURFACE LEVELING								
APPROX. LOG MILE		ROUTE	LENGTH (MI)	WIDTH (FT)	1.975 TONS/CY 1" SURFACE LEVELING (TONS)	0.08 GAL/SY TACK COAT (GAL)	2 TONS/CY PERMANENT AGGREGATE EDGE TREATMENT (INCL. ENTRANCES) (TONS)	REMARKS
FROM	TO							
ROUTE 127, SALINE AND PETTIS COUNTY								
16.378	17.298	127 SB	0.920	25	740.3	1079	240	FROM I-70 TO MAIN ST
17.298	17.896	127 SB	0.598	25	481.2	702	156	FROM MAIN ST TO WILLA ST
17.896	18.475	127 SB	0.579	25	465.9	679	151	FROM WILLA ST TO BRIDGE A1066
18.475	18.580	127 SB	0.105	25	0.0	0.0	0	BRIDGE A1066 EXCEPTION
18.580	18.979	127 SB	0.399	25	321.0	468	104	FROM BRIDGE A1066 TO PETTIS COUNTY LINE
18.979	19.794	127 SB	0.815	22	577.1	842	213	FROM SALINE COUNTY LINE TO STAIRSTEP RD
19.794	21.530	127 SB	1.736	22	1229.2	1792	453	FROM STAIRSTEP RD TO ROUTE NN
21.530	22.160	127 SB	0.630	22	446.1	650	164	FROM ROUTE NN TO BRIDGE B0376
22.160	22.169	127 SB	0.009	22	0.0	0	0	BRIDGE B0376 EXCEPTION
22.169	23.388	127 SB	1.219	22	863.1	1259	318	FROM BRIDGE B0376 TO BRIDGE B0374
23.388	23.395	127 SB	0.007	22	0.0	0	0	BRIDGE B0374 EXCEPTION
23.395	27.496	127 SB	4.101	22	2903.8	4234	1069	FROM BRIDGE B0374 TO BRIDGE B0373
27.496	27.516	127 SB	0.020	22	0.0	0	0	BRIDGE B0373 EXCEPTION
27.516	32.461	127 SB	4.945	22	3501.4	5106	1289	FROM BRIDGE B0373 TO RAILROAD CROSSING
32.461	32.465	127 SB	0.004	22	0.0	0	0	RAILROAD EXCEPTION
32.465	33.358	127 SB	0.893	22	647.0	922	233	FROM RAILROAD CROSSING TO ROUTE 50 (CONCRETE)
					85.0	182	-	60 ASPHALT ENTRANCES/CROSSROADS
					-	-	267	18 GRAVEL COUNTY/CITY ROADS
					3044.0	-	-	25% IRREGULARITIES
ROUTE 127 PAY TOTAL					15305.1	17915	4657	
ROUTE O, PETTIS COUNTY								
0.000	4.098	O SB	4.098	21.5	2846.0	4135	1069	FROM ROUTE N TO WIDTH CHANGE
4.098	4.978	O SB	0.880	20	566.5	826	229	FROM WIDTH CHANGE TO BRIDGE A8818
4.978	5.018	O SB	0.040	20	0.0	0	0	BRIDGE A8818 EXCEPTION
5.018	9.494	O SB	4.476	20	2881.2	4201	1167	FROM BRIDGE A8818 TO BRIDGE B0381
9.494	9.520	O SB	0.026	20	0.0	0	0	BRIDGE B0381 EXCEPTION
9.520	13.975	O SB	4.455	20	2870.6	4182	1162	FROM BRIDGE B0381 TO ROUTE 50
					31.8	63	-	24 ASPHALT ENTRANCES/CROSSROADS
					-	-	100	9 GRAVEL COUNTY/CITY ROADS
					2291.1	-	-	25% IRREGULARITIES
ROUTE O PAY TOTAL					11487.2	13407	3727	
ROUTE W PETTIS COUNTY								
0.000	0.457	W SB	0.457	22	328.3	472	119	BEGINNING OF PROJECT TO LANE WIDTH CHANGE
0.457	1.142	W SB	0.685	20.5	452.0	659	179	LANE WIDTH CHANGE TO RAILROAD CROSSING
1.164	4.382	W SB	3.218	20.5	2123.2	3096	839	FROM RAILROAD CROSSING B0380
4.463	8.882	W SB	4.419	20.5	2915.6	4252	1152	FROM BRIDGE B0380 TO END OF PROJECT
					124.8	182	-	7 ASPHALT ENTRANCES/CROSSROADS
					-	-	444.0	10 GRAVEL COUNTY/CITY ROADS
					1454.8	-	-	25% IRREGULARITIES
ROUTE W PAY TOTAL					7398.7	8661	2733	
ROUTE AA LAFAYETTE COUNTY								
0.301	0.859	AA EB	0.558	22	395.1	576	109	BEGINNING OF PROJECT TO RAILROAD CROSSING
0.879	2.398	AA EB	1.519	22	1075.6	1568	297	FROM RAILROAD CROSSING TO BRIDGE A9240
2.398	2.438	AA EB	0.04	22	0.0	0	0	BRIDGE A9240 EXCEPTION
2.438	11.176	AA EB	8.738	22	6187.2	9022	1709	FROM BRIDGE A9240 TO BRIDGE A6640
11.176	11.236	AA EB	0.06	22	0.0	0	0	BRIDGE A6640 EXCEPTION
11.236	11.600	AA EB	0.364	22	272.1	376	71	FROM BRIDGE A6640 TO END OF PROJECT
					68.2	99	-	7 ASPHALT ENTRANCES/CROSSROADS
					-	-	700.0	18 GRAVEL COUNTY/CITY ROADS
					1982.5	-	-	25% IRREGULARITIES
ROUTE AA PAY TOTAL					9980.7	11642	2886	
PAY TOTAL					69091			

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

### 3.2 Coldmilling Quantities are as follows:

MODIFIED COLDMILLING (DEPTH TRANSITIONS)						
APPROX LOG MILE		ROUTE	LENGTH (FT)	AVERAGE	QUANTITY	REMARKS
FROM	TO			WIDTH (FT)	(SY)	
ROUTE F, JOHNSON COUNTY						
0.000	0.005	F SB	25	VARIES	92	BEGINNING OF PROJECT
1.742	1.751	F SB	50	21.5	119	BRIDGE P0807
1.783	1.792	F SB	50	21.5	119	BRIDGE P0807
8.621	8.626	F SB	25	56	156	END OF PROJECT
					289	5 ASPHALT ENTRANCES/CROSSROADS
SUB TOTAL				775		
ROUTE EE SALINE COUNTY						
5.535	5.540	EE SB	25	86	239	BEGINNING OF PROJECT
14.339	14.344	EE SB	25	21	58	END OF PROJECT
					470	4 ASPHALT ENTRANCES/CROSSROADS
SUB TOTAL				767		
ROUTE 127 SALINE AND PETTIS COUNTY						
16.378	16.383	127 SB	25	25	69	BEGINNING OF PROJECT
18.466	18.475	127 SB	50	25	139	BRIDGE A1066
18.580	18.589	127 SB	50	25	139	BRIDGE A1066
22.151	22.160	127 SB	50	22	122	BRIDGE B0376
22.169	22.178	127 SB	50	22	122	BRIDGE B0376
23.379	23.388	127 SB	50	22	122	BRIDGE B0374
23.395	23.404	127 SB	50	22	122	BRIDGE B0374
27.487	27.496	127 SB	50	22	122	BRIDGE B0373
27.516	27.525	127 SB	50	22	122	BRIDGE B0373
32.452	32.461	127 SB	50	22	122	RAILROAD CROSSING
32.465	32.474	127 SB	50	22	122	RAILROAD CROSSING
33.254	33.259	127 SB	25	22	61	OUTER ROAD
33.290	33.295	127 SB	25	22	61	END OF PROJECT (CONCRETE)
					2861	60 ASPHALT ENTRANCES/CROSSROADS
					498	26 CONCRETE ENTRANCES
SUB TOTAL				4804		
ROUTE O, PETTIS COUNTY						
0.000	0.011	O SB	59	21.5	141	BEGINNING OF PROJECT
4.969	4.978	O SB	50	20	111	BRIDGE A8818
5.018	5.027	O SB	50	20	111	BRIDGE A8818
9.485	9.494	O SB	50	20	111	BRIDGE B0381
9.520	9.529	O SB	50	20	111	BRIDGE B0381
13.968	13.975	O SB	36	20	80	END OF PROJECT
					1026	16 ASPHALT ENTRANCES/CROSSROADS
					194	8 CONCRETE ENTRANCES
SUB TOTAL				1885		
ROUTE W PETTIS COUNTY						
0.000	0.005	W SB	25	64	178	BEGINNING OF PROJECT
1.133	1.142	W SB	50	20.5	114	RAILROAD CROSSING
1.162	1.171	W SB	50	20.5	114	RAILROAD CROSSING
4.373	4.382	W SB	50	20.5	114	BRIDGE B0380
4.463	4.472	W SB	50	20.5	114	BRIDGE B0380
8.823	8.882	W SB	25	20.5	57	END OF PROJECT
					2276	19 ASPHALT ENTRANCES/CROSSROADS
					25	3 CONCRETE ENTRANCES
SUB TOTAL				2992		
ROUTE AA LAFAYETTE COUNTY						
0.301	0.321	AA EB	25	22	61	BEGINNING OF PROJECT
0.850	0.859	AA EB	50	22	122	RAILROAD CROSSING
0.879	0.888	AA EB	50	22	122	RAILROAD CROSSING
2.389	2.398	AA EB	50	22	122	BRIDGE A9240
2.438	2.447	AA EB	50	22	122	BRIDGE A9240
11.167	11.176	AA EB	50	22	122	BRIDGE A6640
11.236	11.245	AA EB	50	22	122	BRIDGE A6640
11.595	11.600	AA EB	25	83	231	END OF PROJECT
					1235	7 ASPHALT ENTRANCES/CROSSROADS
					39	1 CONCRETE ENTRANCES
SUB TOTAL				2298		
PAY TOTAL				13521		

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**4.0 Temporary Traffic Control Plans.** See [Standard Plans 616.20](#) for standard temporary traffic control requirements.

**4.1** Construction signs and channelizers are as follows:

CONSTRUCTION SIGNING						
SIGN NO.	SIGN	SIZE (in.)	AREA (FT.2)	QTY.	TOTAL AREA	DESCRIPTION
1*	GO20-1	60 X 24	10.00	2	20	ROAD WORK NEXT XX MILES & XX MILES
2**	WO20-1	48 X 48	16.00	22	352	ROAD WORK AHEAD
7	WO20-4	48 X 48	16.00	6	96	ONE LANE ROAD AHEAD
8	WO20-7a	48 X 48	16.00	22	352	FLAGGER (SYMBOL)
11	WO3-4	48 X 48	16.00	18	288	BE PREPARED TO STOP
26	GO20-2	48 X 24	8.00	2	16	END ROAD WORK
35	WO8-12	48 X 48	16.00	17	272	NO CENTER LINE
36	WO8-11	48 X 48	16.00	34	544	UNEVEN LANES
53	GO20-4	36 X 18	4.50	1	5	PILOT CAR FOLLOW ME
56	CONST-7	48 X 24	8.00	2	16	RATE OUR WORK ZONE
58	GO20-4a	42 X 30	8.75	2	18	PILOT CAR IN USE WAIT & FOLLOW
58	GO20-4a	18 X 12	1.50	18	27	PILOT CAR IN USE WAIT & FOLLOW
59	CONST-8	48 X 36	12.00	2	24	WORK ZONE NO PHONE ZONE
	GO22-1	21 X 15	2.19	4	9	WET PAINT (ARROW PIVOTS)
	WO8--17	48 X 48	16.00	17	272	SHOULDER DROP-OFF (SYMBOL)
	WO8-17P	30 X 24	5.00	17	85	SHOULDER DROP-OFF (PLAQUE)
					2396	CONSTRUCTION SIGNS SUBTOTAL
ITEM NO. 616-10.05					2396	USE
ITEM NO. 616-10.25					550	CHANNELIZERS (TRIM LINE)
* - IF LESS THAN TWO (2) MILES, DELETE SIGN NO. 1.						
** - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY ENGINEER.						
REFER TO STANDARD PLAN 616.10 AND 903.03 FOR SIGN AND SIGN MOUNTING REQUIREMENTS.						
REFER TO STANDARD PLAN 619.10 FOR SIGN PLACEMENT OF WO8-17 AND WO8-17P						

**4.2** Mobilization is as follows:

MOBILIZATION		
ITEM NO.	QTY.	DESCRIPTION
618-10.00	LUMP SUM	MOBILIZATION

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**5.0 Pavement Marking.** Pavement marking quantities are as follows:

STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS							
APPROX. LOG MILE			LENGTH (FT)	4" INT. YELLOW	4" SOLID YELLOW	4" SOLID WHITE	REMARKS
FROM	TO	ROUTE		LF	LF	LF	
0.000	8.626	F SB	45545	5966	61179	0	JOHNSON COUNTY
5.535	14.344	EE SB	46876	5116	70631	417	SALINE COUNTY
16.378	33.358	127 SB	89654	9010	94528	139434	SALINE AND PETTIS COUNTY
0.000	13.975	O SB	73788	5592	123346	52874	PETTIS COUNTY
0.000	8.882	W SB	46897	5383	64221	0	PETTIS COUNTY
0.301	11.600	AA EB	61132	6300	85404	0	LAFAYETTE COUNTY
			SUB TOTAL	37368	499308	192725	
			PAY TOTAL	536677		192725	

PAVEMENT MARKING - PREFORMED THERMOPLASTIC PAVEMENT MARKING							
ROUTE	LOG MILE	6" SOLID WHITE LIN FT	24" SOLID WHITE STOP BAR LIN FT	30" WHITE MIDBLOCK EACH	12" WHITE YIELD TRIANGLES EACH	RAILROAD CROSSING EACH	REMARKS
127 SB	16.398	100	24	-	-	-	125TH ROAD
127 SB	17.228	-	-	5	-	-	
127 SB	17.259	-	12	-	-	-	MAIN ST
127 SB	17.269	-	12	-	-	-	MAIN ST
127 SB	32.45	-	-	-	-	1	
127 SB	32.458	-	11	-	-	-	
127 SB	32.468	-	11	-	-	-	
127 SB	32.49	-	-	-	-	1	
127 SB	32.618	-	-	5	-	-	MASON ST
127 SB	32.988	-	-	-	6	-	
127 SB	32.999	-	-	5	-	-	AT NORRIS AVE
127 SB	32.995	-	-	5	-	-	ON NORRIS AVE
127 SB	33.009	-	-	-	6	-	
O SB	13.958	-	10	-	-	-	ROUTE 50
W SB	1.081	-	-	-	-	1	
W SB	1.139	-	10	-	-	-	
W SB	1.165	-	10	-	-	-	
W SB	1.241	-	-	-	-	1	
AA EB	0.779	-	-	-	-	1	
AA EB	0.856	-	11	-	-	-	
AA EB	0.882	-	11	-	-	-	
AA EB	0.919	-	-	-	-	1	
AA EB	4.035	-	11	-	-	-	
PAY TOTAL		100	133	20	12	6	

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

G. Supplemental Revisions JSP-18-01DD

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:**



Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

- (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.).



Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**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.

***Delete Sec 106.9 in its entirety and substitute the following:***

**106.9 Buy America Requirements.**

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

**106.9.1 Buy America Requirements for Iron and Steel.**

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.**

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

**106.9.2** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**106.9.3** “Minimal use” of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer’s written approval obtained prior to placing the material in any work.

**106.9.4** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**106.9.4.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.4.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.4.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read “I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage”. The certification shall be signed by an authorized representative of the prime contractor.

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**106.9.5** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

**106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials.** Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

**106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.**

“The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

**106.9.7 Buy America Requirements for Manufactured Products.**

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**106.9.7.1** Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

**106.9.7.2** Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

#### Pavement Marking Paint Requirements for Standard Waterborne and Temporary

**1.0 Description.** High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

**2.0 Material Requirements.** Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.

***Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:***

**15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

#### H. Contractor Quality Control for Plant Mix Bituminous Surface Leveling NJSP-15-21A

**1.0 Description.** The contractor shall provide Quality Control (QC) testing and shall perform verification procedures associated with the production and placement of Plant Mix Bituminous Surface Leveling Mixture in accordance with this provision.

**2.0 Asphalt Plant Requirements.** The contractor shall perform quality control testing in the production of the Surface Leveling Mixture and report the results electronically on MoDOT-

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

provided forms. All reports shall include the Contract ID, Project Number, Route, County, and Job Mix number.

**2.1** Calibration of the asphalt plant shall be in accordance with Sec 403.17.2.2. Record retention for verification of test reports shall be in accordance with Sec 403.17.3.2.

**2.2** At a minimum, the contractor shall perform one QC sieve analysis test for each day of production of Surface Level mixture in excess of 100 tons to verify the aggregate is within the required gradation range. Results of the QC sieve analysis test shall be reported to the engineer daily. A split of each sample shall be clearly labeled and stored by the contractor in a manner that prevents contamination. The engineer will collect a minimum of one random QC split sample, and one full sample from plant production, for testing per each 10,000 tons of production. Uncollected QC split samples shall be retained by the contractor until the engineer authorizes disposal or until the Final Inspection, whichever occurs earlier.

**2.3** The contractor shall monitor the quantity of asphalt binder used in the production of the mix, including any commercial mix, and report that quantity to the engineer. Original asphalt binder delivery tickets shall accompany the report submitted to the engineer. The engineer will perform a minimum of one asphalt binder content test per each 10,000 tons of production for any project that exceeds a total of 5,000 tons of production.

**2.4** The contractor shall take a daily QC sample of the asphalt binder per instructions in Section 460.3.13 of the EPG. The engineer will collect the QC samples and ship to the MoDOT Central lab for random testing. In addition, the engineer will take a minimum of one random Quality Assurance sample per project from the binder line. The engineer sample will be shipped to the Central Lab along with the daily samples and will be designated for testing.

**2.5** The contractor shall perform one moisture content test for each day of production of Surface Level mixture in excess of 100 tons. The frequency of the moisture test may be reduced if approved by the engineer.

**3.0 Roadway Requirements.** The contractor shall perform quality control verification of the Surface Leveling Mixture on the roadway and shall monitor the asphalt tonnage placed in relation to plan quantity.

**3.1 Irregularities.** Additional tons of Surface Leveling mix will be provided for irregularities in the existing roadway surface. The tonnage specified for irregularities is an estimated quantity and shall only be placed at locations where it is necessary to fill ruts and other low points. Prior to placing the mix, the contractor and engineer shall evaluate the entire route and develop a plan that best utilizes the tonnage needed for irregularities. Any excess quantity of irregularities shall not be placed.

**3.2 Tack.** On the first day of production, the contractor shall demonstrate proper application of tack coat in the presence of the engineer. Thereafter, when the engineer is not present to witness the application of the tack coat, the contractor shall document the tack application by taking a minimum of two high-resolution date/time stamped photographs of the tacked surface per one-mile segment. Pictures should be taken just in front of the paver in order to account for loss of tack from truck tires. The contractor shall also monitor and document the application

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

rate. The contractor shall take distributor readings at the beginning and ending of each shift and document the quantity used.

**3.3 Spreading and Rolling.** On the first day of production, the contractor shall demonstrate successful spreading and compaction of the mixture, including proper rolling patterns, in the presence of the engineer. Thereafter, the contractor shall monitor all roadway production procedures and document daily. Use of approved Intelligent Compaction technology is an allowable substitute for daily documentation.

**3.4 Monitoring of Quantity.** The contractor shall monitor the quantity of Surface Level mix placed and report that information to the engineer and production staff as specified herein.

**3.4.1** The contractor shall verify that the quantity of Surface Leveling mix in the contract for each route is sufficient to cover the roadway as shown on the typical sections, including any surface irregularities. Any discrepancies shall be brought to the engineer's attention in writing prior to the pre-construction conference. Plan quantity shall be defined as the total tons computed to cover the surface area according to the typical section, plus any amount pre-approved by the engineer for pavement irregularities.

**3.4.2** The contractor shall provide temporary log mile reference points at no less than ½ mile intervals along each route to monitor the tons of Surface Leveling mix laid in relation to plan quantity. Entrances, shoulders, or other irregular areas will be monitored as directed by the engineer.

**3.4.3** During production, the contractor shall document the total tons placed in each one-mile segment, along with the plan quantity and the percent over/under for that segment. The cumulative quantity and percent over/under for the route should also be documented. After each one-mile segment, the contractor shall provide a status report to the production manager and the engineer. When the engineer is not present on the project, the contractor shall send an electronic status report to the engineer.

**3.4.4** The goal is to keep the placed quantity within 2% of plan quantity for the project. The engineer will monitor the status reports and will advise the contractor on how to proceed when there is an excessive variance from plan quantity. The engineer may decrease the frequency of the electronic status reports when the variances are consistently low.

**3.4.5** The contractor shall collect asphalt tickets from the delivery trucks and group them per each one-mile segment. The contractor shall submit to the engineer a daily summary report that includes all of the information specified in Section 3.4.3. The contractor shall sign the summary report confirming that the information is accurate and that the attached tickets represent the asphalt material placed.

**3.4.6** The contractor shall be equipped with a contractor-furnished cellular device capable of providing and maintaining a reliable means of immediate communication with the engineer when the engineer is not present on the project.

**4.0 Excessive Quantity.** If the contractor places Surface Level mix on any one-mile segment, or any other isolated areas, in excess of plan quantity by 5% or more, without prior approval from the engineer, further investigation may be required to determine if the excess was

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

warranted. If directed by the engineer, the contractor shall core the pavement at locations established by the engineer to determine the amount that was excessive, if any. No payment will be made for the cost to core the pavement or for the tons of Surface Level mix that the engineer determines to be excessive. If the amount of Surface Level mix is determined to be justified, payment will be made for the mix, and for the cost of coring at the fixed price established in Sec 109. Placement of asphalt in excess of plan quantity for two consecutive segments without prior approval from the engineer may result in issuance of an Order Record to stop work.

**5.0 Basis of Payment.** No direct payment will be made for compliance with this provision. All costs shall be considered completely covered under the pay items provided in the contract.

I. Bridge End Transitions

**1.0** At all bridge exceptions, the engineer will determine in the field the ending point of the transition. This point will not necessarily be at the bridge end but will be located at a point which provides the smoothest transition and approach to the bridge. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

J. Pavement Marking Log

**1.0 Description.** The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

**2.0 Basis of Payment.** No direct payment will be made for logging of existing pavement marking.

K. Permanent Aggregate Edge Treatment NJSP-15-40B

**1.0 Description.** This work shall consist of furnishing and installing a permanent aggregate edge treatment along the edge of shoulder or pavement as shown on the plans or as directed by the engineer.

**2.0 Construction Requirements.** Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

**3.0 Material Requirements.** Material used for the aggregate edge treatment shall be Type 1, 5, or 7 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer. Bituminous cold millings meeting the gradation for Type 1, 5 or 7 Aggregate may be

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

**4.0 Measurement by Weight.** Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

**5.0 Basis of Payment.** The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment and material to complete the described work. No fuel adjustment will be made for Permanent Aggregate Edge Treatment.

L. 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 Union Pacific Railroad 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.

M. The Kansas City Southern Railway Company Requirements

To report an emergency on The Kansas City Southern Railway Company right-of-way call: (800) 527-9464. This Project is located on Route AA on the Mexico Subdivision, MP 432.88, designated as DOT # 293516C northwest of Higginsville, MO.

**1.0 Authority of Railroad Engineer and State Engineer.**

**1.1** The authorized representative of The Kansas City Southern Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safety of employees of The Kansas City Southern Railway Company, herein called "Railroad", the public, and the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. The Railroad designates the following individual as the Railroad Engineer for this project. Except as otherwise provided in this document, herein called "Railroad Requirements", the Missouri Highway and Transportation Commission's Contractor, herein called "Contractor", shall address all notices to the Railroad concerning this Project to the following person:



Job No.: JST0107

Route F, Johnson County

Route 127, Pettis County

Route AA, Lafayette County

Route EE, Saline County

Route 127, Saline County

Route O, Pettis County

Route W, Pettis County

Mr. Justin Meyer

Senior Vice President, Engineering and Mechanical

The Kansas City Southern Railway Company

427 West 12<sup>th</sup> Street

Kansas City, MO 64105

c/o Mr. Bentley Tomlin

Office: 816-983-1605

E-mail: [bentley.tomlin@cpkcr.com](mailto:bentley.tomlin@cpkcr.com)

**1.2** The authorized representative, herein called "Engineer", of the Missouri Highways and Transportation Commission, herein called "Commission", shall have authority over all other matters as prescribed herein and in the project plans and specifications.

**1.3** The Railroad's right of way (hereinafter, "Railroad ROW") is located within this Project, which requires the Contractor to perform work on Railroad ROW. Therefore, the Contractor shall coordinate its work activities with the activities of the Railroad as required in this document.

#### **1.4 Indemnification of Railroad by Contractor.**

**1.4.a.** The term Contractor as used herein includes any and all subcontractors.

**1.4.b.** The Contractor agrees to defend, indemnify and hold harmless Railroad, its directors, officers, employees, agents, successors and assigns from and against any injury or death of persons whomsoever or from any loss or damage to the Railroad's property, right of way, tracks and other facilities, herein called "Railroad's property," and from the Railroad's liability or loss incurred for damage to any other property in Railroad's care, custody or control in or upon 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.

**1.4.c.** 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. 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.

**2.0 Right of Entry.** At least forty-five (45) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor shall enter into a Right of Entry Agreement with Railroad prior to working on Railroad property. Request application for Right of Entry Agreement from:

Denise Case – Permit Manager

JLL – Rail Practice Group

4200 Buckingham Road, Suite 110

Fort Worth, TX 76155

Phone: (817) 230-2614

Email: [denise.case@am.jll.com](mailto:denise.case@am.jll.com)

Online Permit Application: [https://jllrpg.360works.com/fmi/webd/rpo\\_web\\_kcs.fmp12](https://jllrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12)

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

**2.1 Processing Fee.** A One Thousand Dollar (\$1,000) non-refundable processing fee must accompany the application, made payable to JLL, or the application will be returned.

**2.2 Permit Fee.** A one-time permit fee of \$1,000 will be required once the Right of Entry Agreement is returned to the contractor.

**3.0 Construction Requirements.** The Contractor's work on the Railroad's ROW shall be performed in accordance with these Railroad Requirements. The Contractor shall supply adequate equipment, labor and materials to perform the proposed work at the job site. The Contractor shall take special precaution and care to prevent any debris or material from falling on the Railroad's right of way. The safe operation of the Railroad shall take precedence over all work and nothing shall be done by the Contractor that will endanger the Railroad's operations. The Contractor shall protect the Railroad property from any damage resulting from the Contractor's acts or omissions during the highway Project.

**4.0 Contractor Plans and Procedures.** Before performing any excavation, demolition, blasting, lifting of structural members or construction of falsework on or over Railroad's ROW or adjacent to the Railroad's ROW that may interfere with the safe operation of the trains, the Contractor shall submit its excavation, shoring, demolition, blasting, lifting of structural members and falsework plans and relevant procedures to the Engineer for review, and to the Railroad Engineer for review and approval. These plans and procedures shall be signed and sealed by a Professional engineer licensed in the State of Missouri. However, such approval shall not relieve the Contractor from any liability relating to this Project. During the course of the Project, the Contractor shall submit any proposed changes to the approved plans or procedures to the Engineer for review and to the Railroad Engineer for review and approval. Any clearing and grubbing to increase the sight distance for a safer construction operation, or erection of temporary structures within the Railroad property shall not be done prior to the approval of the Railroad. The Railroad Engineer shall make a decision within 30 days. Should the Railroad Engineer deny the plans and requires a resubmittal, the Railroad Engineer shall provide approval or denial and requirement for resubmittal within 30 days after receipt of the revised plans.

**4.1** The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Section IV, Design and Construction of Shoring Adjacent to and on Railroad Right-Of-Way contained within the "KCS Guidelines for the Design and Construction of Railroad Overpasses and Underpasses".

**4.2** The Contractor shall abide by the following minimum temporary clearances during the course of construction:

- (a) 14 feet horizontal from centerline of track
- (b) 22 feet vertical above top of rail.

**4.3** The Contractor shall comply with the Railroad's rules and regulations concerning protection of persons and property and the Contractor shall consult with the Railroad Engineer concerning the Railroad's rules and regulations. Any questions arising about coordination of work between the Contractor and the Railroad Engineer or between the Contractor and others shall be taken

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

up with the Engineer and the Contractor, Railroad Engineer and Engineer shall agree upon a method of coordination before commencing the work.

**4.4** Prior to commencing any work upon, over or under the Railroad's ROW, the Contractor shall furnish to the Railroad Engineer evidence that the Contractor's insurance is in compliance with Section 6 of this special provision.

**4.5** The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within Railroad's ROW and to repair any other damage to the property of the Railroad or its tenants which may result from Contractor's operations. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense. If the Contractor's method of erosion control differs from the approved plans, the Contractor shall submit a proposed method of erosion control and have the method reviewed by the Railroad and Commission prior to beginning any grading work on the Project site. Erosion control methods must comply with all applicable local, state and federal regulations.

**4.6** The Contractor shall, reasonably throughout each work day and at the end of each work day when performing work near the Railroad's tracks, inspect the track area and clean up any debris that may have been dropped on or within ten (10) feet of Railroad's tracks. Upon completion of the Project, the Contractor shall return the Railroad ROW and all other Railroad property to a condition equal to or better than existed prior to commencement of the work. Contractor shall remove all waste, excess materials, false work and other temporary structures, and equipment, leaving the location of the work cleaned to the reasonable satisfaction of Railroad. The Contractor shall repair to the reasonable satisfaction of Railroad Engineer, and at the Contractor's sole cost and expense, any and all damages to the Railroad's property caused during construction of the Project.

## **5.0 Site Inspections By Railroad's Designated Representative.**

**5.1** In addition to the office review of construction submittals, site inspections may be performed by Railroad's Designated Representative at milestone events during construction, including but not limited to the following:

- (a) Preconstruction meetings.
- (b) Excavations, shoring placement/removal, pile driving, drilling of caissons or drilledshafts adjacent to tracks.
- (c) Reinforcement and concrete placement for near track piers.
- (d) Erection of precast concrete or steel overpass bridge superstructure.
- (e) Reinforcement and concrete placement of overpass bridge decks.
- (f) Completion of the bridge structure.

**5.2** The Railroad Designated Representative can either be an employee of the Railroad or a hired outside consultant. Site inspection is not limited to the milestone events listed above. Site

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.

**5.3** In addition to the project schedule required by the Commission, the Contractor shall provide to the Engineer a detailed construction schedule for its work on Railroad ROW, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed on Railroad ROW. The Contractor shall submit a copy of this detailed construction schedule to Railroad's Designated Representative for review prior to the start of the work. This schedule shall also include the anticipated dates when the milestone events listed in subsection 5.1 will occur. The Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the Railroad so that site visits may be scheduled. The Commission shall reimburse the Railroad all costs associated with Site Inspection work by the Railroad.

## **6.0 Safety and Railroad Flagging.**

**6.1** The safe operation of the Railroad shall take precedence over Commission's work on, under and above the Railroad ROW. Contractor shall not, without Railroad's prior consent, come within 25 feet of Railroad's tracks. All work of the Contractor to be performed on, above, below or adjacent to the Railroad ROW shall be coordinated with Railroad so as to avoid, to the greatest extent possible, interference with railroad operations and to assure, at a minimum, sufficient advance notice to Railroad to ensure operational safety. Contractor shall be solely responsible with complying with any applicable laws, rules and regulations, including but not limited to OSHA regulations governing multi-employer work sites.

**6.2** While on the Railroad's ROW, Contractor shall comply with Railroad's rules and regulations concerning protection of persons and property. Railroad shall make its applicable rules available to the Contractor for review and copying.

**6.3** Except as authorized by Railroad the Contractor shall not work within the "Minimum Clearance Zone" of any track. The "Minimum Clearance Zone" is defined as an area measured 25 feet, horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could under any circumstances encroach on the "Minimum Clearance Zone" of any track. A railroad flagger will also be required when any equipment or its attachment or booms, even though stationed outside the above-mentioned 25 feet of the nearest rail but within the railroad ROW, has a potential to come within the 25 feet of the nearest rail.

**6.4** Flagging services provided by a Railroad-qualified flagging contractor will be required whenever agents, employees or equipment of the Contractor or any of its contractors or subcontractors on this Project shall be within twenty-five feet (25') of the nearest rail or if conditions as noted in item 6.3 above arise, unless specifically waived in writing by the Railroad.

**6.5** Contractor shall notify the Railroad concerning any flagging services that will be required during the course of the Project, but the Contractor shall make all arrangements for flagging protection directly with a Railroad-qualified flagging contractor. Railroad's designation of a flagging contractor as a "Railroad-qualified" flagging contractor shall be construed solely as

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

Railroad's willingness to allow that flagging contractor to provide flagging services on Railroad's property without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of that flagging contractor. Under these Railroad Requirements, all flagging contractors utilized on the Project shall be treated solely as independent contractors of the Contractor for all purposes under these Railroad Requirements.

**6.6** The Contractor shall contract directly with any of the Railroad-qualified flagging contractors and pay them directly. The Contractor shall provide at least one month's notice prior to the first use of flaggers. Current Railroad-qualified flagging contractors are:

**Railpros Field Services**

Joel Ashcraft 417-362-9007 [joel.ashcraft@railpros.com](mailto:joel.ashcraft@railpros.com)

**Bottom Line On-Track Safety Services**

Jeff Yarbrough 972-824-3348

[jeff.yarbrough@alliedtrack.com](mailto:jeff.yarbrough@alliedtrack.com)

Nick Loar 214-394-5237

[nick.loar@alliedtrack.com](mailto:nick.loar@alliedtrack.com)

**6.7** Contractor may also obtain a list of Railroad-qualified flagging contractors together with their address and telephone numbers for flagging purposes at the proposed site by written request, sent at least 30 (thirty) days in advance, by U.S. mail or by e-mail addressed to:

Mr. Justin Meyer  
Senior Vice President, Engineering and Mechanical  
The Kansas City Southern Railway Company  
427 West 12<sup>th</sup> Street  
Kansas City, MO 64105  
c/o Mr. Bentley Tomlin  
Office: 816-983-1605  
E-mail: [bentley.tomlin@cpkcr.com](mailto:bentley.tomlin@cpkcr.com)

**6.8** Contractor shall clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Contractor of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the area where construction is occurring.

**6.9** All railroad tracks within and adjacent to the Project site are active, and rail traffic over these facilities shall be maintained throughout the Project. Railroad signal facilities within the project limits shall be protected at all times. KCS shall be notified if any of its facilities are in conflict with the planned work. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on the tracks. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations. Any and all costs associated with delays caused to the train traffic by the Contractor shall be reimbursed by the Contractor. The Commission or the Contractor may audit these costs.

**6.10** The Contractor shall notify Railroad of the completion of work on Railroad ROW within 30 days after the completion of work on Railroad ROW. Railroad shall inspect Railroad's property within 30 days after the Contractor has given this notice, to verify the Contractor's compliance

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

with these Railroad Requirements. Railroad shall notify the Engineer of any outstanding issues to be addressed on Railroad ROW. Engineer will notify the Contractor of work to be completed.

**7.0 Insurance Requirements.** The amount of work to be performed upon, over or under Railroad's right of way is estimated to be one percent of the Contractor's total bid for the Project. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor shall be required to carry insurance of the following kinds:

(a) Commercial General Liability Insurance, including contractual liability and products completed/operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of others, including loss of use thereof, with minimum limits for bodily injury and property damage of \$2,000,000 for each occurrence, with an aggregate of \$6,000,000.

1. The definition of "insured contract" shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

2. No other endorsement limiting the coverage required by paragraph (a) of section 7.0 of these Railroad Requirements shall be included on the policy with regard to the work being performed under the contract between the contractor and the Commission.

(b) Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per occurrence, on all vehicles used on Railroad's property during the term of the contract between the contractor and the Commission.

(c) Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the State of Missouri. The policy shall include occupational disease to required statutory limits, employer's liability of \$1,000,000 to include FELA, if appropriate, and an "all states" endorsement.

(d) A Railroad Protective Liability policy issued in the name of the Railroad with limits of \$2,000,000 for bodily injury and property damage per occurrence, with an aggregate of \$6,000,000. The policy shall remain in force during the construction phase of the Project and shall be provided prior to start of work. The following provisions apply to the endorsements to this policy:

1. The policy shall be endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93).

2. The policy shall be endorsed to include the Limited Seepage and Pollution Endorsement.

3. The policy shall be endorsed to remove any exclusion for punitive damages.

4. The policy shall be endorsed to include Evacuation Expense Coverage Endorsement.

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

Route 127, Pettis County

Route O, Pettis County

Route AA, Lafayette County

Route W, Pettis County

Route EE, Saline County

5. No other endorsements restricting coverage shall be added to the policy, except as authorized by paragraph 7.1.2 of these Railroad Requirements.

6. The Contractor shall provide the original policy to the Railroad before performing any work or services under the contract between the Contractor and the Commission.

**7.1 Evidence of Insurance.** The Declarations shall include the description of operations matching the Project description in the Contractor's contract with the Commission and shall include the appropriate Commission project and contract identification numbers. The job number and Project location shall appear on the Declarations and shall include the city, state and appropriate highway designation as follows:

Route Y Audrain County, Northwest of Sturgeon, MO

Job No. JST0104

Mexico Subdivision, MP 348.66, DOT# 293378R

**7.1.1** The name and address of the Contractor shall appear on the Declarations. The name and address of the Commission shall be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party".

**7.1.2** Other endorsements/forms that will be accepted are:

- (a) Broad Form Nuclear Exclusion – Form IL 00 21.
- (b) 30-day Advance Notice of Non-renewal or cancellation.
- (c) Required State Cancellation Endorsement.
- (d) Quick Reference or Index Form CL/IL 240.

**7.1.3** Endorsements/forms that will NOT be acceptable are:

- (a) Any Pollution Exclusion Endorsement except CG 28 31.
- (b) Any Punitive or Exemplary Damages Exclusion.
- (c) Known injury or Damage Exclusion form CG 00 59.
- (d) Any Common Policy Conditions form.
- (e) Any other endorsement/form not specifically authorized in this special provision.

**7.1.4** If any part of the work is sublet, similar insurance and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover the subcontractor's operations on the Railroad ROW, including such operations by any Railroad-qualified flagging contractor.

Job No.: JST0107

Route F, Johnson County

Route 127, Saline County

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**7.1.5** Prior to entry on the Railroad's ROW, the Contractor shall submit the original Railroad Protective Liability Insurance Policy to the Commission and to the Railroad at the addresses below, for review by the Commission and approval by the Railroad. In addition, the Contractor shall submit certificates of insurance evidencing the Contractor's and any subcontractor's Commercial General Liability Insurance to the Railroad and the Commission at the addresses below, for review by the Commission and approval by the Railroad. The certificates of insurance shall state that the insurance coverage shall not be suspended, voided, canceled or reduced in coverage or limits without 30 days advance written notice to the Railroad and the Commission. No work shall be permitted on the Railroad's right-of-way until the Railroad has reviewed and approved the evidence of insurance required herein.

Railroad

Mr. Bentley Tomlin

CPKC Limited

427 West 12<sup>th</sup> Street

Kansas City, MO 64079

P.O. Box 219335

Kansas City, MO 64121-9335

Commission

Mr. Brandi Baldwin

State Construction & Material Engineer

MoDOT

P.O. Box 270

Jefferson City, MO 65102

**8.0 Failure to Comply.** If the Contractor violates or fails to comply with any of these Railroad Requirements, then the provisions in paragraphs (a) and (b) of this section shall apply, and shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

(a) The Railroad Engineer may require that the Contractor shall vacate the Railroad's property.

(b) 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.

**9.0 Payment for Cost of Compliance.** No separate payment will be made for any extra cost incurred by the Contractor on account of compliance with these Railroad Requirements. The Contractor shall include all such costs in its contract unit price for other items included in its contract with the Commission.