

Job No.: JSL0208
Route: Various
County: St. Charles, St. Louis, and Franklin

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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 The seal is circular with a double-lined outer border. The top half of the border contains the words "STATE OF MISSOURI" and the bottom half contains "PROFESSIONAL ENGINEER". Inside the border, the name "ANASTASIA M. SMITH" is written in the center, with "NUMBER" above it and "PE-2014017016" below it. There are two small black dots above and below the name. THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p> <p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p> <p>JOB NUMBER: JSL0208 St. Charles, St. Louis, and Franklin County DATE PREPARED: October 27, 2025</p> <p>ADDENDUM DATE:</p> <p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>
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**JOB
SPECIAL PROVISION**

A. General - Federal JSP-09-02L

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages JSP- 13-01D

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

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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: March 23, 2026
Contract Completion Date: October 1, 2026

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.

Project	Calendar Days	Daily Road User Cost
JSL0208	N/A	\$11,400

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 **\$750** 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 JSP-02-06N

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

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

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

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

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

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

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

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MODOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.5.1 Traffic Safety.

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

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

advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

2.7 Traffic Management Center (TMC) Coordination. The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center Gateway Guide TMC at #314-275-1513 within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

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

determined by the engineer. The contractor may work during the following listed hours:

Saint Charles County:

A7865 (Route N, over MO 364) – 9:00pm-6:00am (Single Lane Closure)

A8207 (94 W, over MO 364) – 7:00pm-7:00am (Single Lane Closure)

A8204 (364 W, over Motherhead Road) – 7:00pm-7:00am (Single Lane Closure)

A5995 (364 E, over Motherhead Road) – 7:00pm-5:30am (Single Lane Closure)

A6106 (Gutermuth Road, over MO 364) – 7:00pm-7:00am (Single Lane Closure)

A6105 (MO 364 W, over Crooked Creek) – 7:00pm-7:00am (Single Lane Closure)

A6104 (MO 364 E, over Crooked Creek) – 7:00pm-5:30am (Single Lane Closure)

A5875 (MO 364 W, over Dardenne Creek) – 9:00pm-5:00am (Single Lane Closure)

A5874 (MO 364 E, over Dardenne Creek) – 9:00pm-5:30am (Single Lane Closure)

A8201 (MO 364 W, over Archer Alexander Creek) – 7:00pm-5:30am (Single Lane Closure)

A6103 (MO 364 E, over Archer Alexander Creek) – 7:00pm-5:30am (Single Lane Closure)

A8198 (MO 364 W, over Route K) – 9:00pm-7:00am (Single Lane Closure)

A5994 (MO 364 E, over Route K) – 7:00pm-5:30am (Single Lane Closure)

A8195 (Bryan Road, over MO 364) – 9:00pm-6:00am (Single Lane Closure)

A8192 (MO 364 W, over Hanley Road) – 7:00pm-7:00am (Single Lane Closure)

A8191 (MO 364 E, over Hanley Road) – 7:00pm-5:30am (Single Lane Closure)

A8188 (MO 364 W, over Henke Road) – 7:00pm-7:00am (Single Lane Closure)

A6119 (MO 364 E, over Henke Road) – 7:00pm-5:00am (Single Lane Closure)

A5064 (Route K, over Dardenne Creek) – 7:00pm-6:00am (Single Lane Closure)

A5065 (Route K, over Schote Creek) – 7:00pm-6:00am (Single Lane Closure)

A6320 (Route K, over I-64) – 7:00pm-7:00am (Single Lane Closure)

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A62352 (MO 94, over I-64) – 7:00pm-5:00am (Single Lane Closure)

A42943 (MO 79 over I-70) – 8:00pm-6:00am (Single Lane Closure)

L07115 (I-70 E and W, over Belleau Creek) – 8:00pm-6:00am (Single Lane Closure)

A60401 (Ramp I-70 WB to TR Hughes Blvd., over Belleau Creek) – 8:00pm-6:00am (Single Lane Closure)

A60533 (Woodlawn Avenue, over I-70) – 7:00pm-6:00am (Single Lane Closure)

A50452 (Bryan Road, over I-70) – 8:00pm-6:00am (Single Lane Closure)

A1244 (MO 94, over Femme Osage Creek) – 7:00pm-7:00am (Flagging)

A7372 (MO 94, over Sehrt Creek) – 7:00pm-7:00am (Flagging)

A2313 (Hwy D, over Callaway Fork) – 7:00pm-7:00am (Flagging)

A8657 (Route T over Sams Creek) – 7:00pm-7:00am (Flagging)

A8539 (Route N over Sams Creek) – 7:00pm-7:00am (Flagging)

A2348 (Route T over Peruque Creek) – 7:00pm-7:00am (Flagging)

A8512 (David Hoekel Pkwy over OR 70 and NSRR) – 8:00pm-6:00am (Single Lane Closure)

A8514 (David Hoekel Pkwy over I-70) – 8:00pm-6:00am (Single Lane Closure)

A2766 (Route A over US 61) – 9:00pm-6:00am (Single Lane Closure)

A8380 (Peine Road over US 61) – 7:00pm-6:00am (Single Lane Closure)

A2698 (US 61 S over McCoy Creek) – 7:00pm-5:30am (Single Lane Closure)

A6476 (Route Z over Little Dardenne Creek) – 7:00pm-6:00am (Flagging)

Saint Louis County:

South West Area

A8145 (Ramp Chesterfield Airport Rd, over I-64) – 9:00pm-5:00am

A2169 (Spirit of Saint Louis Blvd, over I-64) – No Restrictions (keep one lane open at all times)

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A8111 (Kehrs Mill Rd, over Bohomme Creek) – Single Lane Closure-9:00am-3pm, Double Lane Closure- (Night Hours only)7:00pm-6:00am

A5999 (Boones Crossing, over I-64) – Single Lane Closure - No Restrictions, Double Lane Closure- (Night Hours Only)6:00pm-6:00am

Must coordinate night hours with The Factory special events schedule. Contact Dan Wessel at 314-423-8500, or email at dwessel@thefactorystl.com.

A1680 (I-64 W, over Bonhomme Creek) – Single Lane Closure- (Night Hours Only)8:00pm-6:00am, Double Lane Closure (Night Hours Only)-10:00pm-6:00am

A4626 (I-64 E, over Bonhomme Creek) – Double Lane Closure- (Night Hours Only)8:00pm-5:00am

A8168 (Chesterfield Pkwy W, over I-64) – Single Lane Closure- No Restrictions, Double Lane Closure- (Night Hours Only)8:00pm-6:00am

A4704 (Timberlake Manor Pkwy, over I-64) – Single Lane Closure- No Restrictions, Double Lane Closure- (Night Hours Only)8:00pm-6:00am

A4784 (N Outer 40 Rd, over Creve Coeur Creek) – Single Lane Closure- No Restrictions, Double Lane Closure- (Night Hours Only)9:00pm-6:00am

A4785 (S Outer 40 Rd, over Creve Coeur Creek) – Single Lane Closure- No Restrictions, Double Lane Closure

A4705 (S Woods Mill Road, over I-64) – Single Lane Closure- 9:00am-3:00pm, Single Lane Closure and Double Lane Closure- 6:00pm-6:00am

A4344 (Ramp N Outer 40 Rd to I-64W, over MO 141) – Single Lane Closure- 9:00pm-6:00am

A4066, A4350 (I-64, over MO 141) – Double Lane Closure- (Night Hours Only)9:00pm-5:00am

A4067 (South Outer 40, over MO 141) – Single Lane Closure-9:am-3:00pm, Double Lane Closure- (Night Hours Only)9:00pm-6:00am

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A4375 (Maryville Centre Drive, over I-64) – Single Lane Closure-8:00am-4:00pm,
Double Lane Closure-9:00pm-6:00am

A4339 (S Mason Road, over I-64) – Single Lane Closure-8:00am-3:00pm, Double Lane
Closure- 6:00pm-7:00am

A4064 (Clayton Road, over MO 141) – Single Lane Closure-9:00am-3:00pm, Double
Lane Closure- 7:00pm-6:00am

North Area (Single Lane Closures)

A3173 (Midland Blvd, over I-170) – No restrictions

A8978 (Ramp 270 E to MO 367 N, over MO 367) – No restrictions

A8981 (Ramp 270 E to MO 367 N, over I-270) – No restrictions

A8975 (OR 270 Pershall to Dunn Road, over I-270) – No restrictions

A8972 (Old Halls Ferry Road, over I-270) – No restrictions

A8968 (I-270 W, over Route AC) – Avoid working 2:00pm-6:00pm

A8969 (I-270 E, over Route AC) – Avoid working 2:00pm-6:00pm

A8965 (West Florissant Ave, over I-270) – No restrictions

A8961 (Elizabeth St, over I-270) – Avoid working 2:00pm-5:00pm

A8962 (U Turn west of Elizabeth St, over I-270) – Avoid working 2:00pm-5:00pm

A8957 (I-270 E and W, over Route N) – Avoid working 2:00pm-6:00pm

A8954, A8955 (I-270 E and W, over Coldwater Creek) – Single Lane Closure-8:00am-
3:00pm

A8947 (US 67 N, over I-270) – Avoid working 2:00pm-4:00pm

A8950 (US 67 N, over Dunn Road) – Avoid working 2:00pm-4:00pm

A8944 (US 67 S, over I-270) – Avoid working 2:00pm-4:00pm

A6155 (Ramp Bermuda Road to I-70 W, over South Florissant Road) – No restrictions

Franklin County:

A2048 (Old Route 66, over I-44) – Single Lane Closure-8:00pm-5:00am

A4313 (MO 47, over I-44) – Single Lane Closure-8:00pm-5:00am

3.4 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

3.4.1 The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

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 unless specified or allowed by the engineer or the work hours provided. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

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

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

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

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

Missouri Highway Patrol (636) 300-2800					
City of Wentzville	City of St. Peters	City of New Melle	City of Overland	City of Florissant	City of Chesterfield
Fire: (636) 332-9869	Fire: (636) 970-9700	Fire: (636) 828-5528	Fire: (314) 428-6069	Fire: (314) 837-4894	Fire: (314) 514-0900
Police: (636) 327-5105	Police: (636) 278-2222	Police: (636) 949-3000	Police: (314) 428-1221	Police: (314) 831-7000	Police: (636) 529-8210
St. Louis County Police: (636) 529-8210					
Franklin County Police: (636) 583-2560					
St. Charles County Police: (636) 797-5000					
MoDOT TMC Operating Hours 24/7/365 Dispatch: (314) 275-1500					

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

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

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

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

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

Stacey Smith, P.E., Project Contact
Transportation Project Manager
MoDOT St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017
Phone: (314) 453-5084
Email: Anastasia.Smith@modot.mo.gov

1.1 All questions concerning the bid document preparation can be directed to the Central Office – Design as listed below.

Telephone Number: (573) 751-2876
Email: BCS@modot.mo.gov

2.0 Upon award and execution of the contract, the successful bidder/contractor shall forward all questions and coordinate the work with the engineer listed below:

Tim Hellebusch, Resident Engineer
MoDOT St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017
Telephone Number: (314) 370-3306
Email: Tim.Hellebusch@modot.mo.gov

F. Supplemental Revisions JSP-18-01KK

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

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

- Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

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

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written

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

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

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

- ***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 or Steel Products.

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both 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. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. 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 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.

106.9.1.2 "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.

106.9.1.3 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.

106.9.1.3.1 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 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.

106.9.1.3.2 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.

106.9.1.3.3 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.

106.9.1.4 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.

106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.

Construction materials mean 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

106.9.3 Buy America Requirements for Manufactured Products.

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

106.9.3.1 Produced in the United States, in the case of manufactured products, means:

- (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and
- (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

106.9.3.2 (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.

“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.

- Third-Party Test Waiver for Concrete Aggregate

1.0 Description. Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

2.0 Material. All aggregate for concrete shall be in accordance with Sec 1005.

2.1 MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

2.3 Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

3.0 Testing Facility Requirements. All third-party test facilities shall meet the requirements outlined in this provision.

3.1 The testing facility shall be AASHTO accredited.

3.1.1 For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

3.1.2 Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

3.2 The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

3.3 Results, no more than five years old, from the third-party test facility shall compare within ± 2.0 percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within $+2$ percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

3.4 When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

4.0 Method of Measurement. There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

5.0 Basis of Payment. No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

15.0 Bidder's List Quote Summary. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

102.7.9 Bidder's List Quote Summary. Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

G. Utilities

1.0 The Contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract.

2.0 Overhead Lines. The contractor shall be aware of any overhead lines within the proximity of work while performing bridge deck sealing. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

3.0 If utility facilities are discovered the contractor shall contact the MoDOT Area Utility Coordinator, Dave Brunjes at (314) 439-6297. District Utility staff will determine whether adjustment of the utility is necessary, if alternate construction methods will be required, or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

4.0 Basis of Payment: No direct payment shall be made for compliance with this provision.

H. Pavement Marking Construction Requirements

The Contractor shall be required to provide the following project efforts and miscellaneous project requirements for the successful completion of this project:

1. The Contractor shall remove all durable intersection pavement marking (arrows, symbols, and stop bars) prior to the application of the concrete crack filler. All long line striping that is thermoplastic may be used in place.
2. The Contractor shall prepare the surface by removing all surface concrete crack filler before placing thermoplastic.

I. Fixed Price/Variable Scope

1.0 Description. The scope of this project is to provide concrete crack filler and striping at the following locations.

1.1 The following locations are included in the bid quantities:

- a) A7865 (0.040 miles): Route N over MO 364
- b) A8207 (0.040 miles): Ramp from Westbound MO 364 to Westbound MO 94 over MO 364
- c) A8204 (0.010 miles): Westbound MO 364 over Motherhead Rd
- d) A5995 (0.010 miles): Eastbound MO 364 over Motherhead Rd
- e) A6106 (0.038 miles): Gutermuth Rd over MO 364
- f) A6105 (0.015 miles): Westbound MO 364 over Crooked Creek
- g) A6104 (0.015 miles): Eastbound MO 364 over Crooked Creek
- h) A5875 (0.041 miles): Westbound MO 364 over Dardenne Creek
- i) A5874 (0.041 miles): Eastbound MO 364 over Dardenne Creek
- j) A8201 (0.025 miles): Westbound MO 364 over Alexander Creek
- k) A6103 (0.025 miles): Eastbound MO 364 over Alexander Creek
- l) A8198 (0.037 miles): Westbound MO 364 over Route K
- m) A5994 (0.034 miles): Eastbound MO 364 over Route K
- n) A8195 (0.034 miles): Bryan Road over MO 364
- o) A8192 (0.014 miles): Westbound MO 364 over Hanley Rd
- p) A8191 (0.014 miles): Eastbound MO 364 over Hanley Rd
- q) A8188 (0.013 miles): Westbound MO 364 over Henke Rd
- r) A6119 (0.013 miles): Eastbound MO 364 over Henke Rd
- s) A5064 (0.106 miles): Route K over Dardenne Creek
- t) A5065 (0.027 miles): Route K over Schote Creek
- u) A6320 (0.040 miles): Route K over I-64
- v) A6235 (0.061 miles): MO 94 over I-64
- w) A4294 (0.051 miles): MO 79 over I-70
- x) L0711 (0.019 miles): I-70 E over Belleau Creek
- y) L0711 (0.019 miles): I-70 W over Belleau Creek
- z) A6040 (0.032 miles): Ramp I-70 WB to TR Hughes Blvd. over Belleau Creek
- aa) A6053 (0.045 miles): Woodlawn Ave over I-70
- bb) A5045 (0.050 miles): Bryan Rd over I-70
- cc) A1244 (0.042 miles): MO 94 over Femme Osage Creek
- dd) A7372 (0.030 miles): MO 94 over Sehrt Creek
- ee) A2313 (0.034 miles): Hwy D over Callaway Fork

- ff) A8657 (0.011 miles): Route T over Sams Creek
- gg) A8539 (0.018 miles): Route N over Sams Creek
- hh) A2348 (0.034 miles): Route T over Peruque Creek
- ii) A8512 (0.040 miles): David Hoekel Pkwy over OR 70 and NSRR
- jj) A8514 (0.024 miles): David Hoekel Pkwy over I-70
- kk) A2766 (0.051 miles): Route A over US 61
- ll) A8380 (0.041 miles): Peine Road over US 61
- mm) A2698 (0.030 miles): US 61 S over McCoy Creek
- nn) A6476 (0.053 miles): Route Z over Little Dardenne Creek
- oo) A8145 (0.034 miles): Ramp Chesterfield Airport Road Blvd over I-64
- pp) A2169 (0.045 miles): Spirit of St Louis Blvd over I-64
- qq) A8111 (0.024 miles): Kehrs Mill Road over Bonhomme Creek
- rr) A5999 (0.067 miles): Boones Crossing over I-64
- ss) A1680 (0.050 miles): I-64 W over Bonhomme Creek
- tt) A4626 (0.050 miles): I-64 E over Bonhomme Creek
- uu) A8168 (0.030 miles): Chesterfield Pkwy over I-64
- vv) A4704 (0.050 miles): Timberlake Manor Pkwy over I-64
- ww) A4784 (0.030 miles): N OR 40 over Creve Coeur Creek
- xx) A4785 (0.030 miles): S OR 40 over Creve Coeur Creek
- yy) A4705 (0.070 miles): S Woods Mill Road over I-64
- zz) A4344 (0.040 miles): Ramp N Outer Road 40 to I-64 W over MO 141
- aaa) A4066 (0.050 miles): I-64 W over MO 141
- bbb) A4350 (0.040 miles): I-64 E over MO 141
- ccc) A4067 (0.040 miles): South Outer 40 over MO 141
- ddd) A4375 (0.050 miles): Maryville Centre Dr over I-64
- eee) A4339 (0.050 miles): S Mason Road over I-64
- fff) A4064 (0.060 miles): Clayton Road over MO 141
- ggg) A3173 (0.050 miles): Midland Blvd over I-170

1.2 The following locations, in priority order, are included as the variable scope portion of the contract:

- a) A8978 (0.020 miles): Ramp 270 E to MO 367 N over MO 367
- b) A8981 (0.020 miles): Ramp 270 E to MO 367 N over I-270
- c) A8975 (0.030 miles): OR 270 Pershall to Dunn Road over I-270
- d) A8972 (0.030 miles): Old Halls Ferry Road over I-270

- e) A8968 (0.030 miles): I-270 W over Route AC
- f) A8969 (0.030 miles): I-270 E over Route AC
- g) A8965 (0.040 miles): West Florissant Ave over I-270
- h) A8961 (0.040 miles): Elizabeth Ave over I-270
- i) A8962 (0.030 miles): U Turn west of Elizabeth St, over I-270
- j) A8957 (0.030 miles): I-270 E over Route N
- k) A8957 (0.030 miles): I-270 W over Route N
- l) A8954 (0.020 miles): I-270 W over Coldwater Creek
- m) A8955 (0.020 miles): I-270 E over Coldwater Creek
- n) A8947 (0.031 miles): US 67 N over I-270
- o) A8950 (0.013 miles): US 67 N over OR 270
- p) A8944 (0.030 miles): US 67 S over I-270
- q) A6155 (0.065 miles): Ramp Bermuda Road to I-70 W over South Florissant Road
- r) A2048 (0.037 miles): Route AT over I-44
- s) A4313 (0.038): MO 47 over I-44

2.0 Fixed Budget. The above locations are listed in priority order. The Commission has a \$1,500,000 maximum fixed budget for this project. The contractor shall begin installation on the first location and continue down the list completing as many whole locations as possible within the fixed budget. It is the responsibility of the contractor to not exceed the budget listed above. Any contract costs incurred above this amount will be the responsibility of the contractor, unless approved by change order.

3.0 Basis of Award. The award of the contract will be based on the lowest responsible bidder based on their total bid for the itemized quantities for the locations in Section 1.1 of this JSP in the proposal and unit price bid.

4.0 Variable Scope. Contract quantities will be adjusted after the award of the contract as necessary to match the budgeted amount stated in Section 2.0 of this JSP. In the event there is additional scope added to the contract as described in this Fixed Price/Variable Scope JSP Section 1.2, an extension of contract time will NOT be granted. There will be no adjustment made to the Mobilization and Traffic Control pay items resulting to any change orders for variable scope.

J. Bonds

1.0 The amount of the Bid Bond shall be 5% of the anticipated budget for this project.

2.0 The amount of the Performance Bond shall be 100% of the anticipated budget for this project.

K. Airport Requirements JSP-15-09

1.0 Description. The project is located near a public use airport or heliport or is more than 200 feet above existing ground level, which requires adherence to Federal Aviation Regulation Part 77 (FAA Reg Part 77). "Near" to a public use airport or heliport is defined as follows:

20,000 feet (4 miles) from an airport with a runway length of at least 3,200 feet
10,000 feet (2 miles) from an airport with runway length less than 3,200 feet
5,000 feet (1 mile) from a public use heliport

2.0 The maximum height of the improvement and the equipment operating while performing the improvements was assumed to be 15 feet above the current travelway during the process of evaluating the project for compliance with FAA Reg Part 77.

2.1 If the contractor's height of equipment or if the improvement itself is beyond the assumed height as indicated in Sec 2.0, the contractor will work with the resident engineer to fill out the Form 7460-1, or revise the original Form 7460-1 based upon the proposed height and resubmit, if necessary, for a determination by FAA on compliance with FAA Reg Part 77. Further information can be found in MoDOT's Engineering Policy Guide 235.8 Airports. If the Form 7460-1 must be filed, the associated work shall not be performed prior to the FAA determination, which could take up to 45 days.

2.2 If the contractor's height of equipment and the improvement itself is below the assumed height as indicated in Sec 2.0, no further action is necessary to fulfill the requirements set forth in FAA Reg Part 77.

3.0 Basis of Payment. There will be no direct payment for any work associated with this provision. Contract time extension will be given for the time necessary to obtain or revise the FAA permit. Any delays or costs incurred in obtaining the revised permit will be noncompensable.

L. Coordination with Other Projects

1.0 Description. The contractor shall coordinate traffic management between the following projects within or near the project limits:

St. Louis District:

MoDOT Job Number JSL0174 Striping along I-70, I-270, and I-64
MoDOT Job Number JSL0138 Pavement Resurfacing along I-64
MoDOT Job Number JSL0217 Pavement Preservation Treatment on Route T
MoDOT Job Number JSL0083 Safety Improvements on US 61
MoDOT Job Number JSL0207 Pavement Repair on I-70
MoDOT Job Number JST0020 Improvements on I-70

1.1 This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, St. Louis County, Cities, private, MoDOT, maintenance, permit, or other projects that may impact construction or traffic control in the vicinity of the project. It shall be the responsibility of the contractor to determine what, if any

projects other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

2.0 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.

M. Lump Sum Temporary Traffic Control JSP-22-01B

1.0 Delete Sec 616.11 and insert the following:

616.11 Method of Measurement. Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

2.0 Delete Sec 616.12 and insert the following:

616.12 Basis of Payment. All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.

(h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.

(i) Provide and maintaining work zone lighting and work area lighting.

616.12.1 Lump Sum Temporary Traffic Control. Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

616.12.1.1 Partial payments. For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.
- (c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.
- (d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

616.12.1.2 Temporary traffic control will be paid for at the contract lump sum price for Item:

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

N. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.

- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

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

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

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

O. Thermoplastic Pavement Markings

1.0 Description. This work shall consist of installing a minimum of 1.5 inch black outside contrast border surrounding any pavement marking arrow installed on existing or proposed concrete pavement at all locations where it currently exists.

Known Locations:

- a. A3173 (Midland Blvd over I-170)

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

P. Protective Measures for Work Near/Over Streams

1.0 Description. This project may involve flushing, sealing, asphalt or concrete repair, guardrail installation or replacement on or near bridges and culverts over streams. To ensure

the protection aquatic resources, and in addition to following EPG guidance on recommended work practices, Personnel shall take precautions to prevent construction materials/debris from falling into the waterway beneath these structures for specific activities.

2.0 Restrictions. To avoid negative impacts to water quality and sensitive species present in the watershed, the following protection measures shall be utilized to help ensure materials do not enter the water system.

2.1 Material, water or residue shall not be allowed to enter the stream or floodplain. This shall include, but is not limited to, grading, hydro-blasting, cold milling, sandblasting, scraping, paving or over-coating. Personnel shall plug all bridge drains and implement any other measures necessary to prevent any construction materials/debris or overspray/liquid from getting into the waterways.

2.2 Erosion and sediment controls must be utilized to ensure no runoff or material enters streams and other water bodies from incidental roadway construction. Silt fence, or other treatment as specified by the engineer, shall be placed at all four bridge and box culvert corners over streams to prevent any construction materials/debris from washing off the roadway or the bridge and flowing down the bank into the waterway.

2.3 Vehicles or equipment around the stream shall be inspected daily, prior to use, for leaks or other potential water quality hazards. Any leaks or other water quality hazards on equipment shall be repaired and cleaned off of the equipment prior to use around the stream.

2.4 Work shall not be allowed below the ordinary high water elevation. Personnel shall not drive or place any equipment in any waterway.

3.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.

Q. Protection of Missouri Eastern Railroad Facilities and Traffic

To report an emergency on the Missouri Eastern Railroad call: (833) 261-7790
The project location is at the following location in:
St. Louis County, I-64 at US DOT 596255T MP 26.4 in Chesterfield, MO.

1.0 Authority of Railroad Engineer and State Engineer.

1.1 The authorized representative of the Missouri Eastern Railroad, herein called "Railroad Engineer," shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic.

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

1.3 The right of way of the Missouri Eastern Railroad, herein called "Railroad," is located within the limits of this project and care shall be taken to ensure that no debris or material is dropped on the Railroad's property.

2.0 Right of Entry. The contractor shall not commence any work upon, over nor under the Railroad's right of way until contractor has obtained a Right of Entry Permit and complied with the following conditions:

2.1 At least 5 working days in advance of the date the contractor proposes to begin work upon, over or under the Railroad's right of way, the contractor shall notify the Railroad Engineer (listed below) by e-mail or written notice to the address below with a copy to the Engineer.

Darl Farris
President
1027 South Main Street Suite 403
Joplin, MO 64801
dfarris@jag-transport.com
(636) 779-3063

2.2 Contractor shall obtain an Executed Right of Entry Permit by mail or e-mail from the Railroad Engineer to begin work upon, over or under the Railroad's right of way, such authorization will include an outline of specific conditions with which the contractor shall comply.

3.0 Insurance. 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. Contractor shall secure railroad protective liability insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate, and this insurance shall conform to all the requirements as specified by Sec 107.13.4 of the Missouri Standard Specifications for Highway Construction.

4.0 Job Briefing. Contactor will contact the Railroad Engineer, Darl Farris, by phone (contact number above) at least 3 working days before beginning work upon, over or under the Railroad's right of way to make arrangements for a job briefing.

4.1 Railroad Engineer will arrange a meeting with the contractor's representative and a Railroad Employee each day work is scheduled to be performed upon, over or under the Railroad's right of way. A job briefing shall be held, usually at the job site and usually in the morning, to discuss the contractor's work to be performed that day and to discuss the relevant railroad operations. The meeting shall be held before any work is done within 25 feet of the centerline of any track. If any train movements are scheduled for that day, the train moves will be made under the direct supervision of the Railroad Engineer or a Railroad Representative after the contractor has cleared the work site. Flagging services typically provided by the Railroad may not be required depending on the Railroad's schedule of operations.

5.0 Reimbursement of Flagging Costs. The Commission may reimburse the Railroad directly for the cost of flagging services associated with the highway project if flagging services are provided. Flagging costs will be deducted from the contractor's payments from the Commission. If the contractor pays the flagger directly, the contractor must notify the MoDOT Engineer of such payments for flagging.

6.0 Payment for Cost of Compliance. No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in contract unit price for other items included in the contract.

7.0 No Payment by Railroad pursuant to this JSP. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

8.0 The Contractor must adhere to all other policies, procedures and insurance coverage not specifically mentioned in these special provisions. These can be found in the Contractor Occupancy/Access Agreement included below.

CONTRACTOR OCCUPANCY/ACCESS AGREEMENT

This Agreement (hereinafter "Agreement") made this **<Day>th day of <Month> <Year>** by and between **Missouri Eastern Railroad, LLC**, its successors, assigns or affiliated companies (hereinafter "Railroad"), whose address is 1027 South Main Street Suite 403, Joplin, MO 64801 and **<Contractor>** (hereinafter referred to as "Company"), whose address is **<Contractor Address>**.

WITNESSETH:

Upon payment of a **one-time fee of Two Thousand U.S. Dollars (\$2,000)** and compliance with the provisions herein contained, Railroad hereby permits Company to enter the property of Railroad, at **Mile Post 26.4, in Chesterfield, St. Louis County Route I-64**, for purpose of sealing the eastbound and westbound bridge decks (hereinafter referred to as "Work"), over the **grade-separated crossing in the MER ROW**, (hereinafter "Structure"). Said permit is granted for a period not to extend beyond **sixty (60) days from the date of execution of this Agreement by Railroad**. Provided, however, this permit may be canceled by Railroad at any time Company is deemed by Railroad not to be in compliance with any of the terms herein.

2. The term "Contractor" shall be used to identify the party that will perform the Work as described in Section 1, whether or not Contractor is signatory to **MER-<ContractNumber>A**. If Contractor is other than **<Contractor>**, Contractor warrants to Railroad that Contractor (hereinafter termed "Third Party"), has entered into a "Contract" with **<Contractor>** covering the Work to be performed in connection with Structure at said locations.

3. As additional consideration, Company agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the Work. Such costs and expenses shall include, but are not limited to, furnishing of inspectors, watchmen and flagmen as Railroad deems necessary to protect its property, tracks, engines, trains and cars and the operation thereof, the installation and removal of any necessary falsework beneath the tracks of Railroad and the restoration of Railroad property. No vehicular crossing over Railroad's tracks shall be installed or used by Company without prior written permission of Railroad.

4. Company shall give Railroad at least five (5) days' notice in advance of any work done upon or adjacent to Railroad property under this Agreement. Company shall notify Railroad **President** by calling (636) 779-3063, in advance of the start of the Work, give the General Manager notification of the date said Work is completed, and also the date the Contractor's work is accepted by Third Party. Upon completion of the Work, Company shall promptly remove from Railroad property all tools, equipment and materials placed thereon by Company and Company's agents. Company shall restore Railroad property to the same state and condition as when Company entered thereon and shall leave said property in a clean and presentable condition. Company, after completion of construction or termination of work,

at its sole cost, hereby agrees to restore in a good and workman like manner all property disturbed by Company use or construction or maintenance activities from the date of execution of this document. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to Railroad property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup.

Company's work shall be performed in accordance with plans and specifications approved by Railroad and in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and other facilities of Railroad at said location. No materials, tools or equipment shall be stored within ten (10) feet of the centerline of any track. The regulations of Railroad and the instructions of its representatives shall be complied with relating to the proper manner of protecting the tracks, pipelines, wire lines, signals and all other property at said location, the traffic moving on such tracks and the removal of tools, equipment and materials. Provided, no bailment shall be created by the storage of any materials, tools or equipment on Railroad property.

Before said Work, Company shall, at its sole cost and expense, obtain all necessary authority from any public authorities having jurisdiction in the premises, and shall thereafter observe and comply with the requirements of such public authority or authorities and all applicable laws and regulations. Company shall secure written approval by Railroad of plans and/or specifications submitted to Railroad prior to the commencement of any Work.

The Structure shall be installed at the sole risk, cost and expense of Company, in accordance with American Railway Engineering Association Specifications or other Industry Standard Specifications as may apply or be appropriate for the use intended. Said specifications are incorporated herein and made a part hereof by reference. Approval of plans or completed work by Railroad's designated representative shall not, in itself, be considered acknowledgment that said project is in conformity with said standards.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY COMPANY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

LICENSEE HEREBY ASSUMES, AND SHALL AT ALL TIMES HEREAFTER RELEASE, INDEMNIFY, DEFEND AND SAVE RAILROAD HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIM, SUIT, DAMAGE, CHARGE OR EXPENSE WHICH RAILROAD MAY SUFFER, SUSTAIN, INCUR OR IN ANY WAY BE SUBJECT TO, ON ACCOUNT OF DEATH OF OR INJURY TO ANY PERSON (INCLUDING OFFICERS, AGENTS, EMPLOYEES OR INVITEES OF RAILROAD), AND FOR DAMAGE TO OR LOSS OF OR DESTRUCTION OF ANY PROPERTY WHATSOEVER, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE PRESENCE, EXISTENCE, OPERATIONS, OR USE, OF WIRELINE, EXCEPT TO THE EXTENT PROVEN TO HAVE BEEN CAUSED BY THE FAULT, OR NEGLIGENCE OF RAILROAD. HOWEVER, DURING ANY PERIOD OF ACTUAL CONSTRUCTION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF WIRELINE, WHEREIN AGENTS OR PERSONNEL OF LICENSEE ARE ON THE RAILROAD RIGHT-OF-WAY, LICENSEE'S LIABILITY HEREUNDER SHALL BE ABSOLUTE, IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE OF RAILROAD.

Should Railroad bring suit to compel performance of or to recover for breach of any covenant or condition contained herein, Company shall pay to Railroad reasonable attorneys' fees in addition to the amount of judgment and costs.

Prior to the performance of any work upon or adjacent to Railroad's property under this Agreement:

- (a) Company shall furnish Railroad, at Company expense, a certified copy of a public liability and property damage liability insurance policy issued in the name of Company covering the contractual liability assumed by Company under Section 8 hereof. The form, substance and limits of said insurance policy shall be subject to the approval of Railroad and shall be in compliance with the provisions contained in the insert marked Exhibit "A", hereto attached and made a part hereof.
- (b) Company shall furnish Railroad, at Company expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed.
- (c) Company shall furnish a policy of Railroad Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined in COMPANY OCCUPANCY/ACCESS AGREEMENT, Exhibit "A".
WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES **Missouri Eastern Railroad, LLC** AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILROAD.

Company shall keep said insurance in full force and effect until all work to be performed upon or adjacent to Railroad property under said contract is completed to the satisfaction of and accepted by Third Party and thereafter until Company has fulfilled the provisions of this agreement with respect to the removal of tools, equipment and materials from Railroad property. Said policy shall name Railroad as additional insured.

The permission herein given shall not be assigned by Company without the prior written consent of Railroad, except in the case of subcontractors who shall be deemed agents of Company, subject to the terms of this Agreement. Railroad Requirements for Company working on Railroad Right-of-Way are attached as Company OCCUPANCY/ACCESS AGREEMENT, Exhibit "B" and made a part hereof. Failure to comply with all of said requirements shall be grounds for cancellation of this Agreement at the sole option of Railroad.

CONSTRUCTION PROVISIONS: In relation to Railroad's track and Railroad operations:

Company warrants it will place no bore pit closer than 25 feet from the end of the ties of the nearest track, as measured at right angles from said track; that all of the lines to be installed under Railroad's track shall be a minimum of five feet six inches below the base of the rail; that carrier pipe(s) and/or wire lines shall be encased in Steel Casing Pipe in accordance with the attached Company OCCUPANCY/ACCESS AGREEMENT, Exhibit "D" casing criteria attached hereto; and that casing shall extend a minimum of 25 feet from the center line of the outside track on each side of said crossing, measured at a right angle to said track.

Company shall be solely liable for location and protection of any subgrade railroad signal wires or other railroad facilities, which may be impacted by Company Work. If same shall be damaged by said Work, Contractor shall, at its own expense, immediately cause said damage to be corrected. Contractor shall be

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solely liable to Railroad for any and all costs resulting for any interruption of train service resulting from Company Work.

Said provisions shall prevail over any lesser provision or standard set out for occupancy of adjoining or underlying lands.

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____ **20** ____.

Railroad

Missouri Eastern Railroad, LLC

By: **Anthony Cox**
Senior Vp

Signed: _____

Company

<Contractor>

By: _____

Its: _____

Signed: _____

EXHIBIT A

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **Missouri Eastern Railroad, LLC**, covering work to be performed upon or adjacent to its property.

Company AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Railroad, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY Work DONE, ACTION TAKEN OR PERMITTED BY Company, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH Company AND Railroad, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH INDEMNIFIES Railroad FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT Railroad FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF Railroad, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT Railroad OWES NO DUTY TO Company, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO Railroad PROPERTY DO SO AT THEIR SOLE RISK. ”

The policy or policies shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: Missouri Eastern Railroad, LLC, C/O IMGRail, 1629 Race Track Rd. Suite 206, St. John's, FL 32259, E-mail contact@imgonline.net

The policy as required in section 10(a) of the Agreement shall name Railroad as an additional insured. The policy as required in section 10(b) shall name Railroad and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required in section 10(c) shall name **Missouri Eastern Railroad, LLC** as insured.

Railroad requires each Insurance Carrier providing coverage must be an Admitted Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

EXHIBIT B

Requirements for Contractors working on Railroad Right-of-Way:

A. In order to protect Railroad's investment in its right-of-way and for the safety of persons coming onto Railroad property, Railroad has established certain requirements. The following constitute minimum requirements for all persons coming on or near Railroad right-of-way. Company is encouraged to develop their own safety rules that meet or exceed the following requirements. Company will not be

allowed to occupy or work on Railroad right-of-way prior to signing and dating this Agreement and returning it to the Railroad contact person noted herein.

B. All permits and agreements must be in effect, required payments made and insurance certificates received and approved prior to Company entering Railroad right-of-way. Insurance must remain in effect during the entire project.

C. Any dewatering utilizing drains or ditches on Railroad property must be approved by Railroad.

D. Company must have approved "Construction Plans" prior to commencing work on a project. No changes will be made to "Construction Plans" without approval by all parties involved. Approved revised plans will be furnished to all parties prior to implementation of changes.

E. Company will incur all costs for track work, including flagging, etc., made necessary due to the Work.

F. Pursuant to Federal Regulation, flagging protection is always required when equipment crosses or is working within 25 feet of center of any live track. When deemed necessary by Railroad, a flagman may be required at all times while working on Railroad right-of-way.

G. Crossing of any Railroad tracks must be done at approved locations and must be over full depth timbers, rubber, etc. Any equipment with steel wheels, lugs or tracks must not cross steel rails without aid of rubber tires or other approved protection.

H. If temporary construction crossings are necessary, they must be covered by a Private Roadway and Crossing Agreement and must be barricaded when not in use. A Private Roadway and Crossing Agreement is prepared by Railroad under the same general terms as this Agreement.

I. Company must furnish details on how Company will perform work that may affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structures. (Structures and bridge spans over tracks must be removed intact).

J. Absolutely no piling of construction materials or any other material, including dirt, sand, etc., within 15 feet of center on any secondary track (25 feet of Main Line and siding tracks) or on property of Railroad not covered by an existing Construction Easement, permit, lease or agreement. A 10' clear area on both sides of a main track must remain unobstructed at all times to allow for stopped train inspection.

K. (a) All bore pits must be a minimum of 25 feet from the nearest outside rail of any track, measured at a 90 degree angle to said track and all under track bores shall be no less than six feet below the bottom of the ties.

(b) No construction will be allowed within 15 feet of center of any track unless authorized by Railroad and as shown on plans approved by Railroad. This includes any excavation, slope encroachment and driving of sheet piles.

L. No vehicles or machines shall remain unattended within 15 feet of a secondary track or within 25 feet of a Main Line track.

M. Should Company in any way interfere with Railroad operations or damage property during construction operations over Railroad's tracks and right-of-way, Company, upon demand by Railroad to Company and/or Client, shall immediately stop work on Railroad's right-of-way for a period of not less

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than 48 hours to allow Railroad to investigate. Any necessary repairs shall be made by Railroad at Company's sole cost and expense. No work will proceed until authorized by Railroad.

N. Company's safety rules, including rules regarding personal Safety Equipment, must not conflict with Railroad safety policies or rules.

O. Articles included in any agreement with Railroad, which complement this document or exceed its contents, include Company OCCUPANCY/ACCESS AGREEMENT, Exhibit "C".

Company's Acknowledgement: Work Site Location

Company _____

Address: _____

By: _____

Town: _____

Title: _____

State: _____

Date: _____

Project No. _____

Railroad Contact Person:

Missouri Eastern Railroad

Darl Farris

Name

President

Title

1027 South Main Street Suite 403

Address

Joplin, MO 64801

City, State, Zip

(636) 779-3063

Telephone Number

(801) 393-7733

Fax Number

DFarris@jag-transport.com

Email

EXHIBIT "C"

Statement of Conditions when Flagmen, Protective Services and Devices or other appropriate personnel will be furnished by Railroad at sole expense of Company:

A. Railroad flagmen will be required for, but not limited to, the following conditions:

1. When, in the sole opinion of Railroad, protection is necessary to safeguard Railroad's trains, engines, facilities and property.
2. When work is performed, in any way, over, under, or in close proximity to tracks or any Railroad facilities.

3. When work in any way interferes with the operation of trains at usual speeds or threatens, damages, or endangers track or Railroad facilities.
4. When any hazard is presented Railroad communications, signal, electrical, or other facilities due to persons, material, equipment, or blasting in the vicinity.
5. When and where material is being hauled across tracks. Provided, however, special clearance must be obtained from Railroad before moving heavy or cumbersome objects and equipment which might result in making the track impassable for any period of time.

B. Protective Services and Devices, Other Specialized Personnel shall be provided when, in the sole opinion of Railroad, such are necessary in addition to flagging.

COST OF FLAGGING AND OTHER PROTECTIVE SERVICES AND DEVICES

A. Flagging

1. Shall be billed a minimum of **actual cost (please verify rates with the Railroad office)** per day plus any expenses incurred for each flagman required, for each day, or for any portion thereof, for up to eight hours in one shift Monday through Friday, excepting holidays recognized by Railroad in its personnel policy manual.
2. Time worked in excess of eight hours in one shift Monday through Friday, or worked in any amount on Saturday, Sunday and on holidays recognized by Railroad in its personnel policy manual, shall be billed at the rate of **actual cost (please verify rates with the Railroad office)** per eight-hour day, per flagman required, for each day or portion thereof worked.

B. Communications Linemen, Signalmen, Protective Services and Devices

All services required shall be billed at Railroad's contracted rate with service provider plus a 20 percent Railroad administrative fee.

EXHIBIT "D"

MINIMUM WALL THICKNESS FOR CASING PIPES UNDER Railroad TRACKS

1. STEEL CASING PIPE (A.R.E.A. SPEC. 1964)

<u>NOMINAL DIAMETER</u> (Inches)	<u>NOMINAL WALL THICKNESS</u> (Inches)	
	<u>PROTECTED</u>	<u>NOT PROTECTED*</u>
Under 14	0.188	0.188
14 and 16	0.219	0.281 (9/32)
18	0.250	0.312
20	0.281	0.344
22	0.312	0.375
24	0.344	0.406
26	0.375	0.438
28 and 30	0.406	0.469

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32		0.438	0.500
<u>34</u>	and 36	0.469	0.531
38, 40 and 42		0.500	0.562

Steel Pipe to have minimum yield strength of 35,000 psi.

* When casing is installed without benefit of a protective coating and said casing is not cathode protected, the wall thickness shall be increased to the nearest standard size which is a minimum of 0.063 inches greater than the thickness shown for protected pipe except for diameters under 12.75 inch.

2. CONCRETE PIPE

All diameters of concrete pipe under main tracks shall be specified, as A.S.T.M. C-76 (Latest Revision) Table V. Concrete pipe under siding and yard tracks may be Table IV. (Either Wall "B" or "C" is acceptable.

3. CORRUGATED METAL PIPE

Table shows permissible minimum and maximum height of cover for both riveted and helical pipe.

NOMINAL DIAMETER

(Inches)	<u>16 GAGE</u>	<u>14 GAGE</u>	<u>12 GAGE</u>
12	4-53 (ft)		4-80 (ft)
<u>15</u>	4-42	4-64	
18	4-34	4-53	
<u>21</u>	4-28	4-45	4-79 (ft)
24	5-23	4-40	4-70
<u>30</u>		4-31	4-56
36		5-23	4-46
42		4-49	4-78