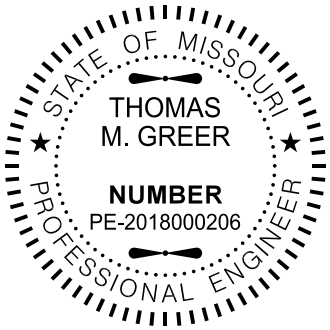
Job No JKU0099
Route 169
Clay County

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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



THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 W. CAPITOL AVE.
JEFFERSON CITY, MO 65101
Phone (888) 275-6636

Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway Kansas City, MO 64114

Certificate of Authority # 000165
Consultant Phone # (816) 333-9400

If a seal is present on this sheet, JSP's has been electronically sealed and dated.

JOB NO. JKU0099
Clay County, MO
Date Prepared: 2/6/2026

Addendums only, blank otherwise
Addendum No. #

Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB

Job No JKU0099
Route 169
Clay County

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 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: May 18, 2026
Contract Completion Date: June 30, 2028

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
JKU0099	**N/A**	**$3,200**

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 **$3,000** 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. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

D. Liquidated Savings Specified JSP 03-06A

1.0 Description. If construction of all contract work as directed in the contract and on the plans including guardrail and all the lanes open to traffic, is not completed by June 30, 2028, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.

2.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes all contract work as directed in the contract and on the plans including guardrail and all lanes are open to traffic. To qualify for this incentive payment, all contract work as directed in the contract and the plans including guardrail must be completed and all lanes must be open to traffic. An incentive payment of **$1,500** will be paid per day for each full day that the work described above is completed prior to June 30, 2028. The maximum amount paid as liquidated savings will not exceed **$150,000**.

2.1 In the event of an excusable delay, including differing site conditions, an extension of the contract completion time will not extend the time specified for determining any liquidated savings or incentive, except that, in its discretion, the Commission may extend the time specified should the delay be directly caused by the Commission. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

2.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

E. 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.

2.6 Transportation Management Plan. The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

2.7 Traffic Management Center (TMC) Coordination. The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (KC Scout TMC at #816-347-2250 or 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

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

One lane in each direction and shoulders shall be scheduled to be open to traffic from 12:00 noon Tuesday June 9th, 2026 to 7:00 p.m. Tuesday, July 16th, 2026 for the World Cup. All construction equipment and additional traffic control related items, including signs, shall not obstruct traffic in MoDOT right of way during this time period. The existing traffic control on the south bound lane that allows one lane of traffic in each direction shall be used in place and open to traffic. Any modifications to the existing traffic control during this time period require approval by the engineer.

3.2 The contractor shall not perform any construction operation on the roadway, roadbed or active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents. Restricted periods would be Monday through Friday from 6 a.m. to 7 p.m.

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

3.4 Any work requiring full closure of US 169 shall be completed during nighttime hours as stated above or on weekends.

3.5 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 **$3,200 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.

3.5.1 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 on NB US 169 to the Richards Road Interchange (for Downtown Airport Access) and one lane of traffic on SB US 169 shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic or where the contractor is allowed to temporarily close SB US 169 during the hours specified above. 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.

F. 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 816-622-0800		
City of Kansas City	City of North Kansas City	
Fire: 816-513-4000	Fire: 816-274-6025	
Police: 816-234-5111	Police: 816-274-6013	

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.

G. 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.

Ben McCabe, Project Contact
Kansas City District
600 NE Colbern Rd
Lee's Summit, MO 64086
Telephone Number: 816-564-6942
Email: benjamin.mccabe@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:

Christopher Karlin, Resident Engineer
Kansas City District
1910 NW Cookingham Drive
Kansas City, MO 64155

Telephone Number: 816-437-3625
Email: Christopher.Karlin@modot.mo.gov

Drafter's Notes: Delete Section 2.0 if the District Construction and Materials Engineer has not assigned a Resident Engineer for the project.

H. 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.

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

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**.**

- ***Add Sec 102.7.9 to include the following:***

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.

I. Removal and Delivery of Existing Signs JSP-12-01C

1.0 Description. All Commission-owned signs removed from the project shall be disassembled, stored, transported, and disposed of as specified herein. Sign supports, structures and hardware removed from the project shall become the property of the contractor.

2.0 Disassembly and Delivery.

2.1 All Commission-owned signs, (excluding abandoned billboard signs), designated for removal in the plans, or any other signs designated by the Engineer, shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the recycling center for destruction.

2.2 The contractor shall coordinate and make arrangements with the recycling center for delivery of the signs. Sign panels shall be disassembled and/or cut into sizes as required by the recycling center.

2.3 The contractor shall provide the Engineer with a "Sign Delivery Certification" attesting to completion of delivery of all existing sign material from the project to the recycler. In addition, the contractor shall provide to the Engineer a final "Sign Certification of Destruction" from the recycler that documents the total pounds of scrap sign material received from the project and attests that all such material will not be re-purposed and will be destroyed in a recycling process. The contractor can locate the required certification statements from the Missouri Department of Transportation website:

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

2.4 Funds received from the disposal of the signs from the recycling center shall be retained by the Contractor.

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

J. Utilities JSP-93-26F

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

Utility Name	**Known Required Adjustment**	**Type**
KC Water Brent R. Herring 4800 East 63rd Street Kansas City, MO 64130 Phone: (816) 513-7241 Email: brent.herring@kcmo.org	None	Water
Spire Energy Chris Collins 7500 E 35th Terrace Kansas City, MO 64129 (816) 509-4400 Chris.Collins@spireenergy.com	None	Gas
AT&T Mark Manion 2121 E 63rd St Kansas City, MO 64130 816-214-2322 MM256T@att.com	Yes 2.0	Communications
BNSF Railway - Kansas City, KS Kara Brockamp 913-551-4484 Kara.Brockamp@BNSF.com	None	Railroad

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

2.0 AT&T had lines that were attached to the bridge that have been cut on either side of the railroad. They also removed a pole that was in question. The section of line that is still attached to the bridge is abandoned and not connected on either side. As of now, their work has been completed and they are not in conflict.

K. Quality Management NJSP-15-22

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

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

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

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

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

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

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

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

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

a) Organizational structure of the contractor's project management, production staff, and QC staff, specific to this project.

b) Name, qualifications and job duties of the Quality Manager.

c) A list of all certified QC testers who will perform QC duties on the project, including sub-contract work, and the tests in which they are certified.

d) A list of all QC inspectors who will perform QC inspection duties on the project, including sub-contract work, and the areas of inspection that they will be assigned.

e) A procedure for verifying documentation is accurate and complete as outlined in Section 3.

f) A procedure describing QC Inspections as outlined in Section 4.

g) A procedure describing QC Testing, as outlined in Section 5, including a job specific Inspection and Test Plan (ITP).

h) A procedure describing Material Receiving as outlined in Section 6.

i) A list of Hold Points that are not included in the checklist forms, as outlined in Section 8.

j) A procedure for documenting and resolving Non-Conforming work as outlined in Section 9.

k) A procedure for tracking and documenting revisions to the QMP.

l) A list of any approved changes to the Standard Specifications or ITP, including a reference to the corresponding change order.

m) Format for the Weekly Schedule and Work Plans as outlined in Section 10, including a list of activities that will require pre-activity meetings.

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

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

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

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

3.4 The contractor shall establish a verification procedure that ensures all required documents are submitted to the engineer within the specified time, and prior to the end of each pay period for the work that was completed during that period. Payment will not be made for work that does not include all required documents. Minimum documents that might be required prior to payment include: Test Reports, Inspection Checklists, Materials Receiving Reports, and Daily Inspection Reports.

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

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

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

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

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

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

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

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

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

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

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

verifies that the QA test was accurate. The Commission shall be responsible for the cost if the third party test verifies that the QC test was accurate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 Basis of Payment. Payment for all costs associated with developing, implementing and maintaining the Quality Management Plan, providing Quality Control inspection and testing, and all other costs associated with this provision, will be considered included in the unit price of each contract item. No direct pay will be made for this provision.

L. Restrictions for Migratory Birds NJSP-16-06A

1.0 Description. Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be replaced under this contract.

2.0 Restrictions. To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

3.0 Avoidance Measures. The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

3.1 Inactive or Partially Constructed Nests. If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

3.2 Water and Equipment Used for Hydro cleaning. Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.

3.2.1 Use of Water from Streams, Lakes or Ponds. Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

3.2.1.1 Equipment Washing. Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120º F) water, for at least one minute.

3.2.1.2 Equipment Treating or Drying. Equipment shall be treated or dried in one of the following manners.

3.2.1.2.1 Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

3.2.1.2.2 Equipment interior and/or other surfaces shall be treated with 140º F water for a minimum of 10 seconds contact on all surfaces. 140 º F water must also be run through all intake lines and hoses, to purge any standing water.

3.2.1.2.3 Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days

for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

3.2.2 Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

3.3 Active Nests. The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

4.0 Additional Responsibilities. If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

M. Delayed Receipt of Corps of Engineers 408 Permit

1.0 Description. The contractor shall be aware that MoDOT has not received the signed required 408 permit for this project at the time of advertisement for bid opening. It is anticipated that the required permit will be received by MoDOT prior to the notice to proceed date for construction operations.

1.1 The Electronic Deliverables contain the application for the 408 permit that has not been approved by the Corps. These are provided as information only and could change based on comments from the Corps.

1.2 The Commission cannot guarantee review durations or outcomes for third-party agencies. All stated review times are estimates only and subject to change at the discretion of the reviewing agencies. The Commission assumes no responsibility or liability for delays, comments, or conditions resulting from external reviews.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision. No time extensions will be granted due to the contractor's failure to comply with this provision.

N. Delayed Receipt of Railroad Clearance Certification

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

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit

whatsoever, resulting from compliance with this provision. Any allowance for time extensions, that results from a delay in railroad clearance, will be covered under Sec 108.14 of the current Missouri Standard Specifications for Highway Construction.

O. Right-of-Way Clearance

1.0 Description. The right-of-way for this project has been acquired except for

(a) Parcel 2 – The North Kansas City Levee District (NKCL)
(b) Parcel 3 – The Burlington Northern Santa Fe Railroad (BNSF)

1.1 The contractor shall inform itself of the location of these tracts. No encroachment, storage of
equipment and materials or construction on these tracts shall be permitted until notification by the engineer is given that these tracts have been acquired.

1.2 The contractor shall schedule its work utilizing the available right of way until these tracts are cleared for construction, which is estimated to be March 20, 2026. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the tracts will be clear for construction. No encroachment or storage of equipment and materials is expressly not a warranty by or contractually binding on the Commission as the date by which construction on this tract shall be permitted until the contractor is notified by the engineer that the tracts have been acquired.

1.3 The contractor shall have no claim for damage for delay, disruption, interference or otherwise because of the unavailability of the previously named tracts. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these tracts as approved by the engineer.

P. Contractor Required Activities for Staging Areas

1.0 The Contractor will be required to obtain all approvals, permits, contracts, and responsible for all fee payments for the construction and use of a staging area.

1.1 The Contractor shall provide documentation to the Engineer that all clearances and permits applicable under federal and state law have been obtained.

1.2 The Contractor shall obtain appropriate land disturbance permits from MDNR unless the staging area is already under permit with MDNR.

1.3 The Contractor shall provide right of access and use for any staging area to be utilized.

1.4 No excavation shall be allowed for contractor site preparation in staging areas, otherwise additional USACE approvals shall be required.

2.0 MoDOT will assist the Contractor with coordination activities with applicable federal and state agencies to obtain clearances and permits.

3.0 Basis of Payment. No direct payment will be made to cover the costs for obtaining, clearing, and permitting any staging area.

Q. KCMO Property Construction Requirements

1.0 Description. Work for the Project will occur within and adjacent to City of Kansas City property and KC Water Services infrastructure.

The contractor shall become acquainted with the right-of-way limits, available work and storage space at the site. All bidders are required to visit the site in order to become acquainted with the proximity of buildings and other features along the project alignment, which shall be protected. By submission of a bid, the contractor acknowledges review of the site and acceptance of the existing site conditions.

2.0 Construction Requirements.

2.1 Levee Access Road. Notify KC Water, NKC Levee District and BNSF when levee access road West of bridge will be temporarily closed for equipment placement. At least one access road shall be maintained at all times.

The contractor must make every effort to minimize the quantity and duration of any equipment on top of the levee. Any plan to stage heavy equipment larger than a standard excavator or drill rig on the levee requires USACE review.

Contractor shall not block or use Water Services maintenance building access bridge.

2.2 Utilities Protection Plan. Contractor shall coordinate with KC Water to obtain review and approval of a protection plan for all utilities prior to construction. This plan shall be signed and sealed by Professional Engineer licensed in the State of Missouri. Protection measures in high-traffic areas above buried utilities may include installation of geogrid with aggregate surfacing, crane mats, or other approved methods to prevent damage from construction equipment and activities. Stockpiling of materials over utilities is prohibited. Contractor shall maintain a minimum 15-foot clear zone around all wells at all times.

2.2 Fencing and Security. Auxiliary road construction and contractor staging will require relocation of the existing fence. Contractor shall re-establish and maintain a secure perimeter around KC Water property comparable to existing conditions. Access gates shall be installed as required for construction activities and shall remain locked outside of active construction hours.

2.2 Adjacent Project. Contractor shall coordinate all work with the adjacent KC Water Vertical Wells project. Contractor shall not impede or delay construction activities associated with the Vertical Wells project. Access and movement of equipment, materials, and personnel required for the Vertical Wells project shall be maintained at all times.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price of other items.

R. Coordination with Contractors

1.0 Description. Work for the Project will occur within and adjacent to City of Kansas City, North Kansas City Levee District, and Burlington Northern Santa Fe Railway property. These property owners reserve the right at any time to contract for and perform other or additional work on or near the project limits covered by the contract. Various other owner specific adjacent construction projects are anticipated during the duration of contract for this project

2.0 Construction Contacts.

2.1 The following various other owner specific adjacent construction projects are known at the time of advertisement for bid opening for this project.

(a) North Kansas City Levee District:
Perkin's Underseepage Replacement Project
Miranda Hamrick
9400 Ward Parkway
Kansas City, MO 64114
(816) 894-8465
mdhamrick@burnsmcd.com

(b) Burlington Northern Santa Fe Railway:
Limited Force Account Utility Work
Kara Brockamp
913-551-4484

(c) KC Water Services:
Vertical Wells 2-5 Replacement Project
Hamza Damer
4800 E. 63rd St.
Kansas City, MO 64130
(816) 513-0219
Hamza.Damer@kcmo.org

Horizontal Collector Well Project
Saurabh Kelkar
4800 East 63rd street
Kansas City, Missouri 64130
(816) 513-0223
saurabh.kelkar@kcmo.org

Specification requirements of Sec 105.6 Cooperation Between Contractors and Sec 105.7 Cooperation With Utilities shall also apply to any work contracted by City of Kansas City, KC Water Services, North Kansas City Levee District, and Burlington Northern Santa Fe Railway property on or near the project limits including but not limited to the listed various other owner specific adjacent construction projects.

2.2 The Contractor shall not interfere with any regular maintenance activities by City of Kansas City, KC Water Services, North Kansas City Levee District, and Burlington Northern Santa Fe Railway.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

S. Federal Aviation Administration (FAA) Filing Requirements

1.0 Description. This work shall consist of notifying the FAA after construction of Bridge No. A9606 including the sign structure at End Bent 1.

2.0 Construction Requirements. The Commission has completed an initial filing with the FAA for the installation of the bridge (Public Road) and the road sign. The CASE ID filings include

- 2025-ACE-2482-OE
- 2025-ACE-2483-OE
- 2025-ACE-2670-OE

The contractor shall be responsible for providing notification to the FAA (Form 7460-2 Part 2) within 5 days after construction reaches its greatest height of both the bridge and the sign structure respectively. FAA notification shall reference the CASE ID numbers listed above.

2.1 If construction is not planned to commence prior to January 28, 2027, the Contractor shall notify FAA a minimum of 15 days prior (January 13, 2027), requesting an extension of the No Hazard Determination.

2.2 The Contractor shall be responsible for obtaining FAA Form 7460-1, Notice of Proposed Construction or Alteration, and securing a favorable determination from the Federal Aviation Administration (FAA) for all temporary structures and equipment that may have physical or electromagnetic impact navigable airspace. This includes, but is not limited to, cranes, scaffolding, lighting towers, and other equipment that extend above ground level.

The Contractor is responsible for ensuring that all personnel and subcontractors comply with the conditions of the FAA determination and any additional requirements imposed by governing authorities.

2.3 The contractor shall notify the Commission of all correspondence submitted and receiving from FAA.

3.0 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 provision.

T. Emergency Action Plan

1.0 Description. Work for the Project will occur within and adjacent to the North Kansas City Levee Unit, Lower Section (Levee).

An Emergency Action Plan (EAP) has been prepared for the Project. The EAP includes contact information, notification procedures, river monitoring procedures, flood fight equipment and material requirements, flood fight procedures, emergency backfill requirements, and other requirements.

2.0 Construction Requirements. A Draft version of the EAP is attached to this Special Provision, with blanks for contractor-specific information. After project award and prior to Notice to Proceed, the Contractor shall fill out the contractor-specific information in the EAP and submit it to MoDOT, North Kansas City Levee District (NKCLD) and the US Army Corps of Engineers (USACE) for review and approval.

The Contractor shall be responsible for execution of the EAP from Notice to Proceed through Project Completion.

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

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DRAFT EMERGENCY ACTION PLAN

For Construction Work near the North Kansas City Levee Unit, Lower Section, Kansas City, Missouri

Revision 1
Date: November 25, 2025

US169NB over BNSF Bridge Replacement Project
MoDOT Job No. JKU0099

Contractor: TBD

*Emergency Action Plan to be finalized and updated with Contractor information after Project award. DRAFT status to be removed at that time, and final Emergency Action Plan to be submitted to Levee Sponsor and USACE. Blue text will be changed to black.

DRAFT Emergency Action Plan, Revision 1
US169NB over BNSF Bridge Replacement Project
MoDOT Job No. JKU0099

Introduction

The purpose of this plan is to describe the actions that will be taken by [Contractor] in the event of rising waters or flooding during construction near the MoDOT JKU0099 Bridge No. A4642 Replacement, near the North Kansas City Levee Unit, Lower Section, Kansas City, Missouri.

[Contractor] has taken into account the potential for a flooding event in planning, scheduling, and selecting the means and methods for the elements of the project within the vicinity of the levee.

All elevations are referenced to the North American Vertical Datum of 1988 (NAVD 88).

Overview of Construction Planned within the vicinity of [Levee or Floodwall]

The planned construction consists of removing existing bridge No. A4642 and replacing with proposed bridge No. A9606. The project also includes construction of a single retaining wall structure No. 9617 along the south approach. Additional work would include construction of signing, approach roadway pavement, storm drainage and grading.

The Project location and construction features are shown in the figure in Exhibit A.

Schedule and Duration of Construction Activities Within the Vicinity of the Levee

Work is scheduled to commence after [construction Notice to Proceed date] upon approval of this Emergency Action Plan. Refer to Exhibit B for the construction schedule.

Monitoring for Rising Water or Flooding Situations

The following procedures will be in place to monitor for, and be prepared for, an emergency situation regarding high water levels in the Missouri River:

[note: all websites to be verified and updated prior to Notice to Proceed]

1. Water level in the Missouri River and precipitation in the Missouri River drainage basin will be monitored. The Missouri River level will be monitored using the USGS Gage Station 06893000 attached to the Hannibal Bridge (https://waterdata.usgs.gov/nwis/uv?site_no=06893000) (https://water.noaa.gov/gauges/06893000).The Missouri River basin precipitation forecast will be monitored through the Kansas City National Weather Service website (https://www.weather.gov/eax/). Forecasts and river level will be monitored daily, prior to beginning construction for that day.
2. Should the USGS gage cease providing daily readings during construction, the Contractor shall provide the USACE with an alternative method for tracking river stage and appropriate response measures in accordance with this EAP. Acceptable alternatives may include physical staking, structure elevation markings, or other methods approved by the Levee Sponsor and USACE.

3. **This information will be used to evaluate the need for contingency measures to be implemented for work conducted in the vicinity of the levee. The following actions will be taken related to the different river levels and activities/locations.**

   For drilled shafts, top of drilled shafts and casings required for construction will all be above the top of levee flood elevation for all bents except Bent 8. For shafts above the top of levee, there is no risk for water flowing out of the excavation during a flood event. Appropriate measures including temporary casing and drilling slurry will be maintained in the excavations during high water events to prevent collapse of the excavations that could be detrimental to the levee. New drilled shafts will not begin if the river is above elevation 735.68 feet (action stage).

   For Bent 8, if high water occurs during excavation, cement-bentonite grout will be used for backfilling of the excavation. The strength of the cement-bentonite grout will be less than 150 psi to allow excavation of the material once flooding has receded. Backfilling of the Bent 8 drilled shaft excavation will occur if the river level is forecasted to be at elevation 738.68 feet (minor flooding stage).

   For excavations within the landside slope of the levee and in areas landside of the levee, excavated material will be stockpiled in close proximity to the work being performed. This material will be readily available such that the excavation can be immediately backfilled if high water occurs. This will occur if the river level is forecasted to be at elevation 738.68 feet (minor flooding stage). Backfill will be placed in-kind to initial conditions and will be compacted to create similar conditions to those prior to excavation. Backfilling should be completed within 24 hours

4. The following equipment will be on-site when drilled shafts are being drilled and excavations are being completed and during construction within the levee area:

   a. Drilled Shaft Rig (size and type TBD with Contractor after Contract Award)

   b. Concrete Pump Truck (size and type TBD with Contractor after Contract Award)

   c. Front Loader (size and type TBD with Contractor after Contract Award)

   d. Dump Truck (size and type TBD with Contractor after Contract Award)

   e. Sheepsfoot Soil Compactor (size and type TBD with Contractor after Contract Award)

   Additional equipment listed in Exhibit C is available within __ hour(s) for delivery to the site if needed to assist in emergency actions.

Actions to Be Taken in Rising Water or Flooding Situations

Emergency actions, depending on the situation and anticipated rate of rise of floodwater, may include the following:

1. If the water level in the Missouri River reaches or is forecasted to reach elevation 735.68 feet (action stage), monitoring will be required to occur four (4) times per day. Contractor will confirm that required equipment is on-site to implement emergency backfill for drilled shafts and excavations. Contingency plans for managing any laydown or staging that is occurring riverside of the levee will also be made. Any new excavations will not begin if Missouri River is at action stage and rising.
2. If the water level in the Missouri River reaches or is forecasted to reach levels at elevation 738.68 feet (minor flooding stage), backfill excavations associated with the Bent 8 drilled shafts. The excavations will be backfilled with cement-bentonite grout that is both impermeable and excavatable. The cement-bentonite must be pumped from the base of the excavation as required for placement of concrete in drilled shafts. Backfill must be completed within 24 hours of beginning backfill operations.
3. If the water level in the Missouri River reaches or is forecasted to reach levels at elevation 738.68 feet (minor flooding stage), excavations will be immediately backfilled with the excavated material. The backfill will be appropriately backfilled, benched into existing material and compacted to provide a consistent and integrated backfill. Backfill will be completed within 12 hours of beginning backfill operations.

4. If the water level in the Missouri River reaches or is forecasted to reach elevation 738.68 feet (minor flooding stage), Contractor will maintain continual access along the top and toes of the levee system as required by the North Kansas City Levee District. This will include having equipment available to move any material and staging any on-going work such that equipment can be moved during the workday to allow access and that equipment will be staged during non-work hours to allow continual access while workers are not on-site.
5. Removal of material will occur during rising waters to prevent any material from being flooded, with all material in any laydown riverside of the levee being relocated if water is at or forecasted to be at elevation 741.68 feet (moderate flooding stage). Material includes equipment, materials, and tools which could be harmed or carried away by water.

MoDOT will be notified if emergency action is taken and/or flood waters in the Missouri River come into contact with the civil works infrastructure. MoDOT will immediately notify the North Kansas City Levee District and USACE of the actions taken. MoDOT will coordinate with the North Kansas City Levee District and USACE upon returning to the construction site.

Returning to Work within the Levee Area

Contractor will coordinate with MoDOT to determine the timing and sequence of activities as appropriate for returning to work within the levee area following the receding of flood waters. This includes removal of emergency backfill and repair of erosion, scour, or other damage in the Limits of Construction. MoDOT will coordinate with the North Kansas City Levee District and USACE upon returning to the construction site.

Emergency Contact Information

Contractor Contacts:
Superintendent: _____
Cell: _____

Project Manager: _____
Phone: _____
Cell: _____
Email: _____

These are phone numbers that should be reachable 24 hours per day, 7 days per week.

Local Sponsor:
North Kansas City Levee District
Miranda Hamrick, PE
Phone: 913-302-1298
Email: mdhamrick@burnsmcd.com

MoDOT:
Ben McCabe, PE
Phone: 816-607-2097
Email: Benjamin.McCabe@modot.mo.gov

Ravi Neupane
Phone: 816-607-2264
Ravi.Neupane@modot.mo.gov

Engineer of Record:
Burns & McDonnell
Tom Greer, PE, CFM, ENV SP
Phone: 816-839-5904
Cell: 913-522-0748
Email: tmgreer@burnsmcd.com

US Army Corps of Engineers, Kansas City District, Emergency Operations: 816-426-6320

(24-hour emergency number)

EAP Required Conditions and Submittals

The site will be restored to pre-construction conditions at the completion of construction. A levee monitoring plan will be developed among representatives from MoDOT, North Kansas City Levee District (NKCLD), and the US Army Corps of Engineers (USACE). This plan will include pre-construction observation and temporary survey monument data, included in Attachment E. Upon completion of construction, a post-construction observation and settlement monitoring will be completed.

Attachments to this EAP

A. Project Location Figure
B. Construction Schedule – TBD after Project Award
C. Contractor's Equipment List and Locations – TBD after Project Award
D. Pre-Construction Observation and Settlement Monitoring Data – TBD after Project Award

U. Levee Monitoring

1.0 Description. Work for the Project will occur within and adjacent to the North Kansas City Levee Unit, Lower Section (Levee).

These requirements shall apply to all pile and shoring installation, including at the following locations, which shall collectively be referred to in this Special Provision as “pile installation”:

(a) Temporary shoring (sheet pile) for excavation for existing bent 15 column removal, south approach median culvert, and proposed bent 8 crashwall construction, plus any other locations required for the project.
(b) Bearing piles for abutments, (End Bents No. 1& 10).
(c) Permanent shoring (sheet pile) at north abutment, (End Bent No. 10).

Surveying requirements shall be in accordance with Sec 627.

2.0 Levee Observation.

2.1 The Contractor shall notify the Engineer at least eight (8) weeks prior to the start of pile installation at the locations listed above. Representatives from MoDOT, North Kansas City Levee District (NKCLD), and the US Army Corps of Engineers (USACE) will conduct an initial observation of the Levee in the construction area to identify and document any pre-existing distress. Distress may include cracks, subsidence, or other disturbance.

2.2 No excavation within the Levee, or pile installation at the locations above, shall be performed until the Contractor has received notification from the Engineer that the initial observation is complete.

2.3 During pile installation, Levee observations will be repeated at regular intervals by MoDOT, the NKCLD, and USACE. When pile installation and removal is complete, a final observation will be performed by MoDOT, NKCLD, and USACE.

3.0 Settlement Monitoring.

3.1 Prior to the start of pile installation, the Contractor shall install six (6) temporary survey monuments in the Levee embankment around the construction area. The Contractor and Engineer shall coordinate with the City and USACE at the Pre-Construction Meeting to identify the location of the monuments. The Contractor shall submit a proposed monument device to the Engineer for approval prior to monument installation.

3.2 Prior the start of pile installation, the Contractor shall record initial survey shots of the elevation at all monuments. Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). The initial survey shots shall be repeated for the following two days, to establish a baseline.

3.3 Minimum frequency of survey shots to be recorded at all monuments shall be before bridge construction and after bridge construction, to be confirmed determined with MoDOT, NKCLD, and USACE at the Pre-Construction Meeting. Also, when pile installation and removal is complete, a set of survey shots shall be performed and recorded.

3.4 Survey shots at the monuments shall be recorded in a single spreadsheet that is continuously updated. The Contractor shall submit an updated copy of the spreadsheet to the Engineer within twelve (12) hours of performing each set of shots. The Contractor shall be responsible for

protecting the monuments from disturbance during construction. If disturbance is observed or suspected, the Contractor shall contact the Engineer for direction. The Contractor shall be responsible for removal of the monuments at the end of the project. Any holes from monument removal shall be backfilled with clay material, tamped, and seeded.

4.0 Corrective Action.

4.1 At any time during construction, if MoDOT determines that pile installation has caused, or may potentially cause, distress or settlement to the Levee, MoDOT may direct the Contractor to stop pile installation activities. The Contractor shall then stop pile installation activities and await further instruction from MoDOT.

4.2 The Project Completion Deadline will be extended one day for each day, after MoDOT directs the Contractor to stop pile installation activities, until MoDOT reauthorizes pile installation. These time-only extensions will be available when the Contractor is unable to progress on Critical Path items of the work due to MoDOT direction to stop pile installation activities. These delays will be non-compensable. The Contractor's Critical Path Method (CPM) schedule will be used for the purpose of identifying critical path activities.

4.3 The Contractor shall be required to repair of erosion, scour, or other damage to the levee in the Limits of Construction. If necessary, the contractor shall be required to restore the levee to the existing levee freeboard, existing top of levee protection.

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

V. Levee Riprap

1.0 Description. This work item shall consist of all material, testing, equipment, labor and any other incidental work necessary required for furnishing and placing the levee riprap slope protection to restore pre-construction conditions.

2.0 General Scope and Requirements.

2.1 The riverward slope of the levee is protected by a revetment of 12" levee riprap and 6" bedding course. Any disturbance of this revetment will be required to be restored to the pre-construction conditions. All disturbed riprap will be required to be replaced with new riprap according these provisions. The Contractor shall coordinate this work with the North Kansas City Levee District (NKCLD) and MoDOT.

2.2 Contractor shall submit certified test reports from a qualified independent testing laboratory, selected and compensated by Contractor. Selection of the independent testing laboratory shall be subject to Engineer's approval. No materials shall be used until approval of the designated source is obtained. The approval of a source shall not be construed as approval of all materials from that source, and material from certain areas, strata, or channels within the approved source may be rejected. The acceptability of the stone will be subject to final approval by the Engineer. Contractor shall submit information of quarry from which the riprap is obtained from.

Test reports shall be submitted as specified for the following:

(a) Soundness of parent material for riprap when tested in accordance with ASTM C88 (Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate) and as specified.
(b) Gradation of riprap (determined from a sample size of not less than 1-1/2 cubic yards.
(c) Gradation of bedding materials.

Certified test reports, indicating compliance with the requirements of these specifications, must be received and approved by the Engineer prior to the delivery of any affected materials to the site.

2.3 Contractor shall submit an existing survey within the limits shown on the plans to verify existing conditions. Contractor shall submit a final survey to verify work meets the line and grades to restore pre-construction conditions. The survey points shall be collected within the limits with a maximum spacing between survey points of 50 feet.

3.0 Materials.

3.1 The levee riprap shall consist of a product graded as follows from either Bethany Falls or Winterset Limestone or approved equal. Stone with average size stones reasonably well graded within the following limits:

Weight in Pounds Per Stone	Percent of Total Weight (lighter than)
160	100
120	85-95
40	30-50
10	0-15

Stone shall be cured for a minimum of 30 calendar days before being shipped to the project site to allow freshly quarried stone to cure. Owner can waive requirement if the stone has characteristics that make curing unnecessary. Conduct curing operations on freshly quarried stone to allow it to release stored energy and moisture and to allow the stone to demonstrate that it will not fracture during the energy release and drying-out phase.

Stone quarried between the 15th of October and the 15th of April will not be approved for use in the project. If the stone is not affected by freeze-thaw cycles, and the durability history of the stone demonstrates that quarrying during the exclusion period has no adverse effect on the durability of the stone and the NKCLD Engineer approves the use of the stone quarried during the exclusion period, the stone quarrying period exclusion may be waived by the NKCLD Engineer.

Stones shall be durable, free from cracks, seams and other defects which would tend to increase deterioration from natural causes. Dirt, sand or clay shall not exceed 5%. Objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

Quantity of rock with an elongation greater than 3:1 shall not exceed 10% of the mass. No stone shall have an elongation greater than 4:1.

The minimum weight of stone shall be 160 pounds per cubic foot as computed by multiplying the specific gravity (bulk-saturated surface dry basis) determined in accordance with ASTM D5779 (Test Method for Field Determination of Apparent Specific Gravity of Rock and Man-Made Materials for Erosion Control) times 62.3 pounds per cubic foot.

Not more than 10% of the stone shall show splitting, crumbling, or spalling when subjected to 5 cycles of the sodium soundness test as required by ASTM C88.

3.2 The bedding course shall be sand with the following gradation:

Weight in Pounds Per Stone	Percent of Total Weight (lighter than)
Sieve Size	
6	100
3	75-95
1	40-60
1/4	5-25

4.0 Construction Requirements.

4.1 The levee riprap slope protection and bedding course shall be placed to the limits to restore pre-construction conditions and as described in these provisions. Grade levee slope to a constant slope prior to placing bedding course or levee riprap.

4.2 The levee riprap slope protection shall be a minimum of one (1) foot thick. The bedding course shall be a minimum of six (6) inches thick.

4.3 Place stones to full course thickness in one operation and in a manner to avoid displacing the underlying material. Place riprap starting at the bottom toe of the levee slope and proceed toward the top of the slope. Place stone on the prepared base to produce a reasonably well-graded mass of stone in close contact and with a minimum amount of voids. Place within a tolerance of 3 inches from the theoretical slope lines and grades, but tolerance shall not exceed an area greater than 200 square feet. Maintain the riprap protection until accepted and replace any material displaced.

4.4 Field quality control: Engineer will inspect all subgrade material to determine conformance with indicated lines and grades. The gradation of riprap in place shall be tested by a qualified independent testing laboratory selected and compensated by the Contractor, and certified test reports submitted as specified.

5.0 Method of Measurement. No measurement will be made.

6.0 Basis of Payment. Payment for the above described work, including all material, testing, equipment, labor and any other incidental work necessary, shall be considered completely covered by the contract unit price for other items included in the contract.

W. <u>Grouted Riprap</u>

1.0 Description. The Contractor shall provide grouted riprap flume(s) as indicated in the plans. This work item shall consist of all material, testing, equipment, labor and any other incidental work necessary for furnishing and installing the grouted riprap flume(s)

2.0 Materials.

2.1 Furnish an air-entrained mortar or concrete to fill the voids between riprap stones in grouted riprap. Conform to the physical requirements for component materials as specified in Sec 703.2.1 except furnish fine aggregate or a combination of fine and coarse aggregate with a gradation that results in a grout with a consistency that allows complete filling of the riprap voids.

Certify that the grout conforms to the following mixture requirements:

(a) Contains 470 pounds or more of portland cement per cubic yard of grout. The contractor may substitute class C fly ash for up to 30 percent of the required portland cement.
(b) Contains only enough water to achieve a 3-inch slump. Any additional workability required to completely fill the riprap voids must be achieved with admixture without increasing the w/c ratio.
(c) Contains 9 percent or more air for mixes with a nominal top size aggregate less than 3/8 inch or 7 percent or more air for a mix with 3/8 inch or larger aggregate.

3.0 Construction Requirements.

3.1 Install riprap as specified in the contract. Fill the spaces between the stones with cement mortar. Use sufficient mortar or concrete to completely fill voids.

3.2 Place grout from the bottom to the top. Shape or form to the contour and dimensions shown on the plans. Prevent earth, sand, or foreign material from filling the spaces between the stones. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

3.3 After completing the grouting, cure the surface. Maintain adequate moisture throughout the concrete mass to support hydration until the concrete develops sufficient strength to open it to service. If the contractor does not cure grout adequately, the engineer may suspend concrete placement. The contractor shall submit to the engineer a plan to monitor the free moisture and maintain continuous free moisture for the 7 day period. Acceptable methods may include curing compound, sheeting or burlap. During cold weather, protect the grout concrete per Sec 703.3.10.

4.0 Method of Measurement. Grouted riprap will be measured to the nearest square foot. Plan quantities will be paid regardless of actual length and width of grouted riprap installed.

5.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for:

Item Number	Item Name	Units
611-99.05	Grouted Riprap	Sq. Yard

X. Project CPM Schedule

1.0 Description. This provision contains general construction schedule requirements for this project. A Critical Path Method (CPM) Schedule is defined as the longest sequence of activities in a logical, constructible sequence which must be completed on time for the project to complete by the Project Completion Date. The schedule shall be used to plan, coordinate, and manage the work, whether the Contractor's personnel are performing the work or not. The CPM schedule shall

identify the activities, sequencing logic, and activity durations. The CPM schedule shall be utilized by the Contractor for coordination of railroad work window track outage time.

2.0 Schedules. Contract Schedules include the: Baseline Schedule, Monthly Progress Schedule, Recovery Schedule, and the As-Built Schedule. The Engineer will have ten (10) business days for review of each progress schedule, except for the original baseline schedule where the Engineer will have twenty (20) business days.

Sec 108.4.2 is amended to include the following:

2.1 Baseline Schedule. The initial progress schedule available at the pre-construction conference shall include a first draft of the baseline CPM schedule.

The baseline schedule is the Contractor's original plan for the Project from Notice to Proceed (NTP) through final acceptance. Activity durations shall be limited to a 40-Day maximum duration. Exceptions are subject to approval. The Contractor shall submit the original baseline schedule to the Commission for approval within 45 Days after issuance of NTP. Once approved, this schedule shall become the baseline schedule against which all progress and revisions shall be measured. The original baseline schedule shall not change after approval. The original baseline schedule shall be the basis for the monthly progress schedule by the Contractor in its scheduling and performance of the work.

The baseline schedule shall only be revised for schedule changes approved by the Commission. Each revised baseline schedule shall have a unique name that includes the revision number. This schedule will not show progress but shall maintain the original data date from the original baseline schedule as a baseline. The Contractor shall submit a revised baseline schedule to the Commission for approval within 10 Days of any approved schedule changes. Once approved, this schedule will become the baseline schedule against which all progress and revisions shall be measured.

Sec 108.4.3 and 108.4.4 are amended to include the following:

2.2 Progress Schedule. The contractor shall provide a revised progress schedule monthly. The monthly progress schedule shows actual progress against the baseline schedule and the planned execution for the remainder of the Project. Monthly progress updates shall accurately represent all planning changes, adjustments, or updates in the sequencing and timing of work remaining that have been made or are required to be made to ensure that the schedule stays current with the Contractor's plan for completing the work. The Contractor may include modifications, subject to MoDOT Approval, such as adding or deleting activities or changing activity durations or logic that do not (1) alter the Critical Path or near Critical Path or (2) extend the completion deadlines or (3) disrupt the integrity or comparative relationship between the baseline schedule and the monthly progress update.

The Monthly Progress Schedule shall be submitted to the Commission each month. The monthly progress schedule shall include all information current as of the data date.

2.3 Recovery Schedule. If the work is delayed at the contractors fault such that the projected finish date of any completion deadline or contract milestone, in the current update schedule, is behind by fifteen (15) calendar days, then the Contractor shall provide a detailed recovery plan within ten (10) business days, which may include a recovery schedule if directed by the Engineer. The recovery schedule shall demonstrate the Contractor's plan to regain lost progress and achieve all completion deadlines per the Contract Documents.

2.4 As-Built Schedule. The last monthly progress schedule submitted shall be identified by the Contractor as the as-built schedule. The as-built schedule shall reflect the exact manner in which the Contractor executed the Work (including start and completion dates, activities, actual durations, sequences, and logic), and shall be signed and certified by the Contractor's Project Manager and the Contractor's scheduler as being a true reflection of the way in which the work was executed at the time of final acceptance.

2.5 Float. Float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every Activity in the schedule. Float shall be for the benefit of all parties to the Contract and not for the exclusive benefit of the Contractor. Suppression or consumption of float by extended activity duration, dummy activities, or preferential sequencing shall not be allowed. Critical activities shall be defined as activities with a total float less than one day.

2.6 Schedule and Software Requirements.

Sec 108.4.1 is amended to include the following:

2.6.1 Scheduling Software. The software for all schedules shall be the latest version of Primavera Systems' Primavera Project Management or equivalent as approved by the Commission.

2.6.2 General Scheduling Constraints. In all contract schedules, the Contractor shall:

(a) Ensure that the actual number of activities in the schedule is sufficient to assure adequate planning of the work and to permit monitoring and evaluation of progress and the analysis of time impacts.
(b) Provide a graphic representation of all activities necessary to complete the work.
(c) Show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities.
(d) Use the Critical Path Method (CPM) to determine controlling operations. The Contractor shall utilize progress override method of calculating the CPM schedules. All out of sequence work must be discussed at the monthly review meeting.
(e) Depict the sequence and interdependence of activities required for complete performance of the work beginning with the date at NTP and concluding at final acceptance.
(f) Include the completion deadlines set forth in the Contract. Only completion deadlines shall be included as constraints.
(g) Depict the required coordination with and work to be performed by other contractors, utility owners, governmental persons, railroads, airports, levee districts, engineers, architects, subcontractors, and suppliers.

3.0 Evaluation of Delays and Calculation of Time Extensions.
Sec 108.14.1 is amended to include the following:
Any extension of a Completion Deadline allowed hereunder shall exclude any delay to the extent that it:

(a) Did not impact the Critical Path affecting a Completion Deadline.
(b) Was due to the fault or negligence, or act or failure to act of any Contractor-Related Entity.
(c) Could reasonably have been avoided by the Contractor, including by re-sequencing, reallocating or redeploying its forces to other portions of the Work (provided that if the request for extension involves a Commission caused delay, the Commission shall have

agreed, if requested to do so, to reimburse the Contractor for its costs incurred, if any, in re-sequencing, reallocating, or redeploying its forces).

The Contractor shall be required to demonstrate to the Commission's satisfaction that the change in the work or other event or situation which is the subject of the Contractor seeking a change in the Project Completion Date has caused or will result in an identifiable and measurable disruption of the work which has impacted the Critical Path Activity affecting the Project Completion Date.

3.1.1 Limitations on Time Extensions Due to High Water. The Project Completion Date will be extended one day for each day, after the first 30 days in a calendar year where the Missouri River is above Minor Flood Stage described as Elev. 738.68 NAVD88 at the Kansas City gage. These time-only extensions will be available when the Contractor is unable to progress on critical path items of the work when the Missouri River is at minor flood stage. These river delays will be non-compensable. The Contractor's CPM schedule, current at the time of the high-water event will be used for the purpose of identifying critical path activities.

3.1.2 Limitations on Time Extensions Due to North Kansas City Levee work authorization process. The Project Completion Deadline will be extended one day for each day, beyond the estimated review durations in the USACE Required Contractor DIPP Submittals Job Special Provision, if the North Kansas City Levee work authorization is not acquired, provided the following conditions have been met:

(a) The Contractor has submitted the USACE required contractor DIPP in accordance with the USACE Required Contractor DIPP Submittals Job Special Provision.
(b) MoDOT has determined the Contractor is acting reasonably and in good faith.

These time-only extensions will be available when the Contractor is unable to progress on critical path items of the work due to North Kansas City Levee District work authorization review time. These delays will be non-compensable. The Contractor's CPM schedule will be used for the purpose of identifying critical path activities. The prior accepted schedule before the potential impact started shall be used.

3.1.3 Limitations on Time Extensions Due to all Railroads
The Project Completion Deadline will be extended one day for each day, after the first 120 days of total railroad-related delays demonstrated by the Contractor's revised schedules approved by MoDOT. These time-only extensions will not be available for Railroad holiday season peak train traffic time period (October 1 through December 31) where Railroad do not allow work window track outage time without specific approval. These time-only extensions will be only available when the Contractor is unable to progress on critical path items of the work due to Railroad approval of work window track outage time. These delays will be non-compensable. The Contractor's CPM schedule will be used for the purpose of identifying critical path activities. The prior accepted schedule before the potential impact started shall be used.

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. No payment will be made for compliance with this provision. All costs associated with providing and managing the CPM schedule in accordance with this provision shall be considered completely covered in other bid items.

Y. Special Provisions for Protection of BNSF Railway Company Interests

To Report an Emergency on the railroad call: (800) 832-5452
The bridge over the railroad will be located at Milepost 4.06 (DOT# 063167K)

1.0 Authority of Railroad Engineer and Commission's Representative.

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

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.

2.0 Contractor's indemnity Obligations to the Railroad.

2.1 The term "contractor" as used in this special provision includes any and all subcontractors. The contractor shall indemnify, defend and hold harmless the Railroad from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of whatsoever nature arising out of injury to or death of persons whomsoever, or out of damage to or destruction of property whatsoever, including, without limitation, damage to fiber optic, communication and other cable lines and systems, where such injury, death, damage or destruction results from any cause arising out of work performed by the contractor pursuant to the agreement between Railroad and the Commission for the project, and shall also release the Railroad from and shall waive any claims for injury or damage to equipment or other property, which may result from the construction, maintenance and operation of railroad tracks, wire lines, fiber optic cable, pipe lines and other facilities on said right of way of the Railroad by the contractor. **THE LIABILITY ASSUMED BY THE CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILROAD, THE RAILROAD'S AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROVEN BY ANY CLAIMANT TO HAVE BEEN PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE OR GROSS NEGLIGENCE OF THE RAILROAD.** The contractor's indemnity shall include loss of profits or revenue arising from damage or destruction to fiber optic, communication and other cable lines and systems.

2.2 In addition to the indemnity obligations contained in the preceding paragraph, the contractor shall indemnify, defend and hold harmless the Railroad from any claims, expenses, costs, actions, demands, losses, fines, penalties, and fees, of whatsoever nature arising from, related to or connected, in whole or in part, with the following:

(a) The removal of the contractor's agents, servants, employees or invitees from the Railroad's property for safety reasons.

(b) Contractor's compliance or failure to comply with the provision of applicable law in connection with the performance of contractor's work.

3.0 Notice of Starting Work.

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

(a) At least 30 days in advance of the date the contractor proposes to begin work on Railroad's right of way, the contractor shall give the Railroad written notice to the address below with copy to the Engineer who has been designated to be in charge of the work.

Ms. Kara Brockamp, P.E. Manager of Public Projects BNSF Railway
4515 Kansas Ave. Building 4B, 3rd Floor Kansas City, KS 66106

(b) Obtain written or electronic authorization from the Railroad to begin work on the Railroad's right of way, such authorization to include an outline of specific conditions with which contractor shall comply.

(c) Obtain the insurance coverage required in Section 13.0 of this job special provision. Contractor shall submit written evidence of such coverage to Railroad prior to commencing any work.

(d) Prior to performing any work on Railroad's property, right –of way or in an area that may impact Railroad's operations, the contractor's employees, representatives or agents who are regularly assigned to perform work on the project shall complete the safety orientation training available on the internet at www.contractororientation.com, hereinafter called, "Internet Safety Orientation". If the contractor's employee, representative or agent is not regularly assigned to perform work on the project, hereinafter called "Flexible Worker(s)", the contractor shall ensure that any Flexible Worker receives appropriate safety training prior to performing any work on the Railroad's property, right –of way or in an area that may impact the Railroad's operations. The content of safety training for Flexible Workers shall include the information covered in the Internet Safety Orientation. The approximate cost of the Internet Safety Orientation is $50 per person, subject to annual escalation.

3.2 The Railroad's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

4.0 Submittals and Actions Required During Construction Phase:

4.1 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**

4.2 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.
Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

4.3 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

4.4 Required Construction Submittals: (Allow for 4 weeks for BNSF to review submittals)
All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

Any changes to the work governed by a submittal requires that the submittal be re-accepted by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:
Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.
The following submittals will require a Professional Engineer, (PE) stamp: Critical Pick Plan (75% of capacity of crane, or multi-crane pick)
Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track
Demolition Plan Temporary Shoring Plan
Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.
OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) <u>All OC work requires a submittal and acceptance by BNSF.</u>

Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted plan.

In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.

Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.

a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
c. Examples of OC submittals included in the above are:
    i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
    ii. Falsework
    iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
    iv. Erection (overhead and underpass structures)
    v. Construction Phasing Plans
d. Additional OC submittals required, but not included in the Guidelines are:
    i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
    ii. Contingency plans
    iii. Additional OC submittals may be required on a project by project basis.

Submittals to Request Work Windows

Requests for Work Windows must follow the same submittal process as other project submittals and should be submitted at least **60 days in advance**. (Allow 4 weeks for review). All requests must include, at minimum, a **quantified overview of the implementation benefits**, with comparative details showing the impact of not having the window.

Approval of Work Windows is **not guaranteed**, and **no extended work windows are promised or implied** prior to explicit approval.

BNSF has designated certain periods—particularly in the **fourth quarter (October 1 to December 31)**—when construction is restricted. As such, **no work windows may extend beyond October 1** without specific approval.

If approved, Work Windows are **subject to change**, including **cancellation or reduction**, up to and during the window's opening. Both the **Agency and Contractor** must be flexible, as granted windows may occur **at any time of day, including weekends**.

Each request must include the following minimum information:

- **Duration** (number of windows and length of each)
- **Benefits to BNSF** from granting the window
- **Scope of work** to be performed during the window
- **Tracking method** for window performance (e.g., usage time vs. granted time) Requests for windows shall be submitted to: *Kara.Brockamp@bnsf.com* by MoDOT representative (Project Manager or similar).

4.5 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

4.6 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.

5.0 Interference with Railroad Operations.

5.1 The contractor shall arrange and conduct all work so that there shall be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services; or damage to the Railroad's property; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on the Railroad's right of way. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the contractor from liability. Any work to be performed by the contractor that requires flagging service or inspection service shall be deferred by the contractor until the flagging service required by the Railroad is available at the job site.

5.2 Whenever work within the Railroad's right of way is of such a nature that impediment to the Railroad's operations is unavoidable, such as use of runaround tracks or necessity for reduced speed, the contractor shall schedule and conduct these operations so that such impediment is reduced to the absolute minimum.

5.3 Should conditions arising from, or in connection with the work require that immediate and unusual provisions be made to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Engineer, or the Engineer if the Railroad Engineer is absent, such provision is insufficient, the Railroad Engineer or Engineer may require or provide such provisions as deem necessary. In any event, such provisions shall be at the contractor's expense and without cost to the Railroad or the Commission.

5.4 The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

6.0 Track Clearances.

6.1 The minimum track clearances to be maintained by the contractor during construction are shown on the project plans. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

(a) Notify the Railroad Engineer at least 72 hours in advance of the work.

(b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.

(c) Receive permission from the Railroad Engineer to proceed with the work.

(d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

6.2 The contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Missouri state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

7.0 Construction Procedures.

7.1 General. Construction work on the Railroad's property shall be:

(a) Subject to the inspection and review of the Railroad.

(b) In accordance with the Railroad's written outline of specific conditions.

(c) In accordance with this special provision.

7.2 Excavation. The subgrade of an operated track shall be maintained with the berm edge at least 12 feet from centerline of track and not more than 26 inches below top of the rail. The contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained. The contractor shall cease all work and notify the Railroad immediately before continuing excavation in the work area if obstructions are encountered which do not appear on the drawings. If the obstruction is a utility and the owner of the utility can be identified, then the contractor shall also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions. Additionally, all excavations shall be conducted in compliance with applicable Occupational Safety and Health Act regulations and, regardless of depth, shall be shored where there is any danger to tracks, structures or personnel. Any excavations, holes or trenches on the Railroad's property shall be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that Railroad's employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations shall be back filled as soon as possible.

7.3 Excavation for Structure. The contractor shall be required to take special precaution and care in connection with excavating, shoring pits and in driving piles for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which the tracks carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by the Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans in accordance with the Missouri Standard Specifications for Highway Construction, hereinafter called "Standard Specifications". The responsibility for the design and construction of the sheeting rests solely with the contractor. The temporary shoring along the railroad tracks shall

be designed for the Cooper E80 loading. The design shall insure that the shoring is braced or substantially securely to prevent movement. The contractor shall submit plans for the temporary shoring that shall be signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo. and then submitted for review by the Engineer.

7.4 Demolition of Existing Structures. The contractor shall be required to take special precaution and care in connection with demolition of existing structures. The procedure for doing such work, including need of and plans for temporary falsework, shall first be approved by Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans.

7.5 Falsework. The contractor shall be required to take special precaution and care to prevent any material from falling on the Railroad's right of way. The procedure for preventing material from falling, including need of and plans for temporary falsework, shall first be approved by the Railroad Engineer, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans.

7.6 Blasting.

7.6.1 The contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to the Railroad’s property. If permission for use of explosives is granted, the contractor shall be required to comply with the following:

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the contractor.
(b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
(c) No blasting shall be done without the presence of the Railroad Engineer. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed as mentioned in Section 3.2 of this job special provision, the contactor shall be required to arrange for the presence of the Railroad Engineer and such flagging as the Railroad may require.
(d) The contractor shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting, at contractor's expense, any track misalignment or other damage to the Railroad’s property resulting from the blasting as directed by the Railroad Engineer. If contractor's actions result in delay of trains, the contractor shall bear the entire cost thereof.

7.6.2 The Railroad Engineer will:

(a) Determine the approximate location of trains and advise the contractor the approximate amount of time available for the blasting operation and clean-up.

(b) Have the authority to order discontinuance of blasting if blasting is too hazardous or is not in accordance with this special provision.

7.7 Maintenance of Railroad Facilities. The contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from contractor's operations. The contractor shall promptly repair eroded areas within Railroad's right of way and repair any other damage to the Railroad's property, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

7.8 Storage of Materials and Equipment.

7.8.1 The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered by construction easement, contractor's permit, lease or agreement. Additionally, the contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail at- grade crossings. Further, both sides of a main track shall remain unobstructed for a distance of 10 feet from the exterior edge of the track at all times to allow for stopped train inspection.

7.8.2 Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and with blade, pan or bucket lowered to the ground if so equipped. All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that unauthorized persons cannot move such equipment.

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

7.10 Buried Cable and Other Buried Facilities.

7.10.1 The contractor is placed on notice that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on Railroad's property or right of way. The locations of the buried Lines, pipelines or utility facilities have been included on the plans based on information from the telecommunications companies, pipeline operators, or utilities, as the case may be. The contractor shall be responsible for contacting the Railroad Engineer, the Railroad's 24-hour information number (1-800-533-2891), the telecommunications companies, pipeline operators and utilities and notifying them of any work that may damage the buried Lines, pipelines, utility facilities and/or interfere with their service. The contractor shall verify the location of all buried Lines, pipelines and utility facilities shown on the plans or marked in the field in order to establish their exact locations prior to or while doing work on the Railroad's property or right of way. The contractor shall also use all reasonable methods when working on the Railroad's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on the Railroad's property or right of way.

7.10.2 Failure to mark or identify the buried Lines, pipelines or utility facilities will be sufficient cause for the Railroad Engineer to stop construction at no cost to the Commission or Railroad until these items are completed. The contractor shall be responsible for the rearrangement of any buried facilities, Lines, pipelines or utility facilities determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications companies, pipeline operators and utility facility owners in performing such rearrangements.

8.0 Damages. The Railroad will not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by railroad traffic. Any cost incurred by the Railroad for repairing damages to Railroad's property or to property of the Railroad's tenants, licensees, easement grantees and invitees caused by or resulting from the contractor's operations shall be paid directly to the Railroad by contractor.

9.0 Flagging Services.

9.1 When Required. Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

9.2 Scheduling and Notification.

9.2.1 Not later than the time that approval is initially requested to begin work on the Railroad's right of way (30 days), contractor shall furnish to the Railroad and the Commission a schedule for all work required to complete the portion of the project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be provided until the job site meeting has been conducted and the contractor's work scheduled.

9.2.2 The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad or an approved third-party flagging company. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad or approved third-party flagging company. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to BNSFscheduling@wilsonco.com.

9.2.3 If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

9.2.4 The contractor shall provide a temporary structure to provide shelter from weather conditions for the person(s) providing flagging protection service on behalf of the Railroad as described herein. The structure shall be provided in an area immediately accessible to the Railroad's main track and the construction site, and be equipped with telephone service, lighting and desk.

9.3 Payment.

9.3.1 The Contractor will pay the Railroad or appropriate flagging contractor directly for the cost of flagging services associated with the project and notify the MoDOT Resident Engineer of such payments.

9.3.2 The contractor shall be responsible for arranging needed flagging services as required by the Railroad to accomplish the highway improvement.

9.3.3 The cost of flagging service is estimated at approximately $1,600 per day based on an 8- hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging.

If flagging is provided by an approved Third-Party Flagging Company, rates and billing will be governed by the agreement set up between the Contractor and the Third-Party Flagging Company at the time the services are provided. It is the responsibility of the Contractor to ensure that billing complies with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6 §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments.

If flagging is provided by the Railroad, the charge to the contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses incurred preparing and handling invoices will also be charged to the contractor and/or the Commission. Charges to the contractor and/or the Commission by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8 hour basic day unless the flagger can be assigned to other Railroad work during the work day.

9.3.4 In addition to the hours of providing flagging at the construction site, the flagger hours will include, but is not limited to, travel time to and from the project, time to complete paperwork for the flagging operations and time for setting warning signs/flags for the train traffic.

9.4 Verification.

9.4.1 Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Kara Brockamp, Manager of Public Projects at 720-355-4532. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Ms. Brockamp as shown in Section 3.1 of this job special provision.

9.4.2 The Railroad flagger assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that flagger performs such services for each separate period that services are provided. The Engineer will document such notification in the project records.

10.0 Haul Across Railroads.

10.1 Where the plans show or imply that materials of any nature must be hauled across the Railroad's tracks, unless the plans clearly show that the Commission has included arrangements for such haul in the agreement with the Railroad, the contractor shall be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's tracks. The contractor shall be required to bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by Railroad's personnel.

10.2 No crossing may be established for use of the contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the contractor, is first obtained from the Railroad Engineer.

11.0 Work for the Benefit of the Contractor. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, and are included in the agreement between the Commission and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Commission and/or the Railroad. Should the contractor desire any changes in addition to the above, then contractor shall make separate arrangements with the Railroad for same to be accomplished at the contractor's expense.

12.0 Cooperation and Delays. The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants, licensees, easement grantees and invitees of the Railroad. In arranging a schedule, the contractor shall ascertain, from the Railroad, the lead time required for assembling crews, materials and make due allowance. No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic for any work done by the Railroad, other delay incident to or necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

13.0 Trainman's Walkways. Along the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains shall be maintained extending to a line not less than 12 feet from centerline of track. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. Any excavation near the

walkway, the contractor shall install a handrail with a 12 feet minimum clearance from centerline of track.

14.0 Insurance. The amount of work to be performed upon, over or under Railroad's right of way is estimated to be 1.0 percent of the contractor's total bid for the project.

14.1 In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

Bodily Injury and Property Damage Personal Injury and Advertising Injury Fire legal liability Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
Waiver of subrogation in favor of and acceptable to Railroad. Additional insured endorsement in favor of and acceptable to Railroad. Separation of insureds.
The policy shall be primary and non-contributing with respect to any insurance carried by Railroad. It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.
Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage
Any and all vehicles owned, used or hired
The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railroad. Additional insured endorsement in favor of and acceptable to Railroad. Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Railroad. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railroad.

Railroad Protective Liability insurance naming only the Railroad as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) Endorsed to include the Limited Seepage and Pollution Endorsement.
Endorsed to include Evacuation Expense Coverage Endorsement. Endorsed to remove any exclusion for punitive damages.
No other endorsements restricting coverage may be added.
The original policy must be provided to the Railroad prior to performing any work or services under this Agreement
In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

14.2 Other Requirements:

14.2.1 All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

14.2.2 Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under contractor's care, custody or control.

14.2.3 Contractor is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self- insured retention or other financial responsibility for claims.

14.2.4 Prior to commencing the Work, contractor must furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. Contractor shall notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railroad, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Railroad:
BNSF Railway Company
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Commission:
Ms. Brandi Ballwin
State Construction and Materials Engineer
MoDOT
P.O. Box 270
Jefferson City, MO 65102

14.2.5 Any insurance policy must be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

14.2.6 Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

14.2.7 If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railroad as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railroad herein.

14.2.8 Failure to provide evidence as required by this section will entitle, but not require, Railroad to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

14.2.9 The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance coverage.

14.2.10 For purposes of this section, Railroad means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

14.2.11 Railroad will not accept binders as evidence of insurance, the original policy shall be provided. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

(a) Named Insured: BNSF Railway Company
(b) Description and Designation:
Route: US-169 County: Clay Job No. JKU0099
Bridge Replacement over and on BNSF property at MP 4.06 Fort Scott (Subdivision)
DOT# 063167K

14.2.12 The contractor must notify BNSF Manager of Public Projects at Kara.Brockamp@bnsf.com when applying for railroad insurance coverage.

14.3 If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the prime contractor, shall be provided by or in behalf of the subcontractor to cover the subcontractor's operations. Endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

14.4 All Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right of way as evidenced by the formal acceptance by the Commission. Insuring Companies may cancel insurance by permission of the Commission and Railroad or on 30 days written notice to the Railroad and Commission.

15.0 Hazardous Materials Compliance and Reporting. Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor's work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad's property or right of way so long as such hazardous materials or hazardous substances were not caused by (in whole or in part) contractor's work, acts or omissions. If contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

(a) Notify the Railroad's Resource Operations Center at (800) 832-5452, of such discovery.
(b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.
(c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release

16.0 Personal Injury Reporting. The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal

injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 352-7595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

17.0 Failure to Comply. In the event the contractor violates or fails to comply with any of the requirements of this special provision, the below orders will be applied. Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

(a) The Railroad Engineer may require that the contractor to vacate the Railroad's property.

(b) The Engineer may withhold all monies due to the contractor until contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

18.0 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 the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

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

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

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

Z. NKCLD Standard Seed Mix

1.0 Description. Furnish and sow seed within N. KC Levee District right-of-way limits according to North Kansas City Levee District (NKCLD) requirements.

2.0 Materials. ***Amend Sec 805 as follows:***

2.1 Provide NKCLD Standard Seed Mix throughout N. KC Levee District right-of-way limits.

NKCLD Standard Seed Mix Table					
Common Name	**Botanical Name**	**Cultivar**	**Mix Percent**	**Application Rate (PLS/acre)**	
				Drill	**Broadcast**
Tall Fescue	Festuca arundinacea	Kentucky 31	24%	4.8	7.2
Smooth Brome	Bromus inermis		24%	4.8	7.2
Perennial Ryegrass	Lolium perenne L.		12%	4.5	6.8
Little Blue Stem	Schizachyrium scoparium	Alsous, Cimmaron	20%	3.2	4.8
Sideoats Grama	Bouteloua curtipendula	El Reno, Trailway	20%	3.8	5.6
Tall Fescue	Festuca arundinacea	Kentucky 31	24%	21.1	31.6
Totals				**4.8**	**7.2**

The seed packages shall be labeled following the latest U.S. Department of Agriculture rules and regulations under the Federal Seed Act and shall be approved. Wet, moldy, or otherwise damaged seed is unacceptable. All grass seed shall meet a minimum of 98% purity and 85% germination, as indicated on the labels. The supplier shall blend all seeds prior to delivery. The pure live grass seed mix to be used shall be as indicated in Table.

The following formula shall determine the Pure Live Seed Index (PLS):
PLS=(%Germination x %Purity)/100

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract price for “Seeding - Cool Season Grasses”.

AA. Clear and Grub in Levee Critical Area

1.0 Description. The Contractor shall provide Clearing and Grubbing in Levee Critical Area to allow for contractor operations in staging areas within temporary easement as indicated in the plans.

2.0 General Requirements. ***Amend Sec 201 as follows:***

2.1 Clearing and Grubbing in Levee Critical Area shall be limited to the levee critical area as defined by within five hundred (500) feet from the levee centerline. The Clearing and Grubbing shall be limited to the area needed for the Contractor staging areas within temporary easement as indicated in the plans. Clearing and Grubbing is anticipated to improve sight distance near the BNSF entrance off of MO-9 highway.

2.2 Clearing. Accomplish clearing as necessary for construction of improvements. Clear trees, downed timber, snags, slash, brush, garbage, trash, debris, fencing and other items flush with or below the existing ground surface. Protect trees and vegetation designated to be left standing or to remain from damage from construction operations. Limit clearing to the minimum area required for construction operations.

2.3 Grubbing. Accomplish grubbing within the areas subject to excavation and fill. Accomplish grubbing to a depth of at least 12 inches below the existing ground surface. Grubbing shall be completed to a depth as necessary to remove stumps, roots up to 3 inches in diameter, and root mats. All holes resulting from grubbing operations, excluding holes within required excavation areas where leaving the holes unfilled will not impede construction activities, shall be filled to the adjacent undisturbed ground elevation with approved fill as specified within these contract documents. Generally the fill shall be the same as the material of the adjacent undisturbed soil. Unless otherwise specified, fill shall be placed in loose lift thicknesses not to exceed 8 inches and each layer compacted to a density at least equal to that of the adjacent undisturbed material.

3.0 Method of Measurement. No measurement will be made for this item.

4.0 Basis of Payment. The work performed and the materials furnished under this item will be paid for at the contract unit price for:

Item Number	Item Name	Units
201-99.19	Clear and Grub in Levee Critical Area	Acre

BB. Track Monitoring

1.0 Description. Work for the Project will occur within and adjacent to the BNSF Railway property and railroad tracks. A plan to monitor for settlement or heave of the railroad facilities must be developed, accepted, and implemented to assure no adverse effect on the railroad's activities because of the work.

2.0 Construction Requirements.

2.1 A plan to monitor for settlement or heave of the railroad facilities must be developed, accepted, and implemented to assure no adverse effect on the railroad's activities because of the work. The plan should include but not limited to triggering and maximum values, survey locations, detail of the type of settlement monitoring points that will be installed, frequency of monitoring, monitoring system, and reporting mechanism. Surveying of the monitoring points may be accomplished by traditional means or an automated system. A baseline survey shall be conducted before the start of construction.

2.2 The settlement plan shall include a two-step process against which the monitoring data is

Measured with defined alert and maximum threshold limits. The alert threshold limit is the value intended to bring attention to the movement so that it can be managed without reaching the maximum level. The maximum level is the highest allowable movement value and should be less than the value that could result in damage to the railroad facilities.

The values set forth for horizontal or vertical movement of rail are an alert threshold value set at 1/8 inch and a maximum limit value set at 1/4 inch, subject to the direction of the BNSF project engineer for the project.

Reaching the alert threshold limit may trigger the following actions:

(a) Discussion of the data and its implications
(b) Increase in the frequency of monitoring.
(c) Independent confirmation of the monitoring data.
(d) A review of construction methods to determine if changes are required to mitigate further movement.

Reaching the maximum limit may trigger the following actions:

(a) Immediate stoppage of construction and notification to the railroad
(b) Independent confirmation of movement
(c) Review of construction methods and implementation of contingency plans, if needed
(d) Re-evaluation of critical structures in the area and installation of additional monitoring devices if needed.
(e) A review of construction methods to determine if changes are required to mitigate further movement.

Displacements exceeding the maximum limit must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before any work on the project can proceed.

2.3 Any track, ground and shoring monitoring related to temporary shoring installations near railroad facilities shall comply with the 2021 UPRR/BNSF Guidelines for Temporary Shoring.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.