

Job No.: JSRM0124

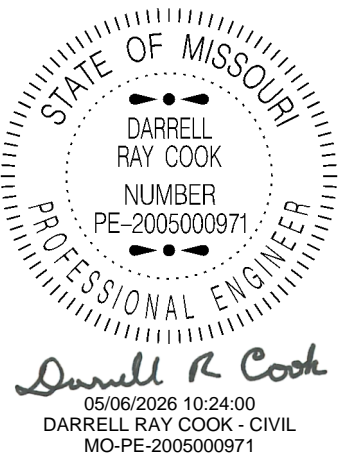
Route: Various

County: Various

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

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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JSRM0124 VARIOUS COUNTIES, MO DATE PREPARED: March 30, 2026
	ADDENDUM:

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

JOB SPECIAL PROVISION

A. General – State JSP-09-03M

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

**1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

State Wage Rates

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2026 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: August 17, 2026  
Contract Completion Date: May 15, 2027

**2.1 Calendar Days.** 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
JSRM0124	N/A	\$1800

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

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

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

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

**2.0 Traffic Management Schedule.**

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

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

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

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

### **2.5.1 Traffic Safety.**

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

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

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

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

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

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

**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.

**3.3** The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer. The contractor may not work during the following listed hours:

**4.0 Detours and Lane Closures.**

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

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

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

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

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The resident 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 - Troop A: 816-622-0800
Missouri Highway Patrol - Troop D: 417-895-6868
MoDOT Customer Service: 417-895-7600
Bates County Sheriff: 660-679-3232
Benton County Sheriff: 660-438-6135
Dallas County Sheriff: 417-345-2441

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

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

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

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

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

Ray Cook, Project Contact  
Southwest District  
3025 East Kearney  
Springfield, MO 65803

Telephone Number (417) 895-7644  
Email: [darrell.cook@modot.mo.gov](mailto:darrell.cook@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](mailto: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:

Eric Bruss, Resident Engineer  
Southwest District  
3025 East Kearney  
Springfield, MO 65803

Telephone Number 417-908-6685  
Email: [Eric.Bruss1@modot.mo.gov](mailto:Eric.Bruss1@modot.mo.gov)

F. Project Details and Quantities

1.0 **Description.** This project consists of placing bituminous material followed by placing cover aggregate material as described here in and in accordance with Section 409 of the Missouri Standard Specifications for Highway Construction. The project limits are seen below. The total length of pavement limits a total of 68.561 miles with a total average width of 21-23 feet see below. Pavement will not be placed at the following exception locations listed below:

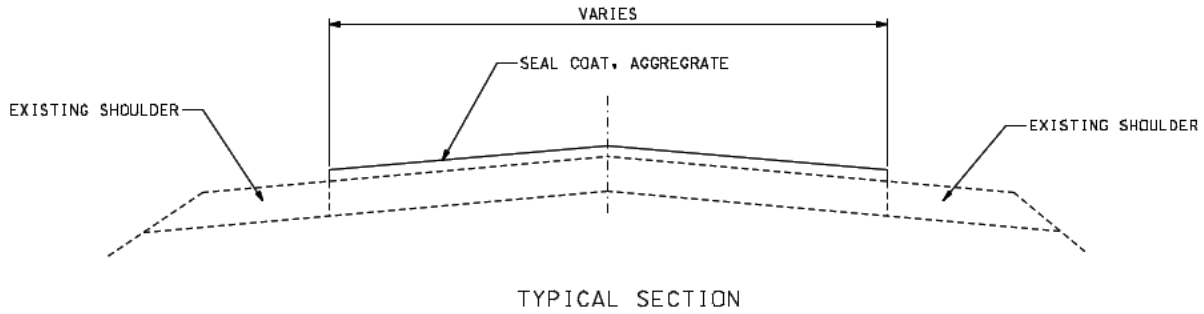
<b>PROJECT LIMITS: JSRM0124</b>						
<b>County - Route</b>	<b>AADT</b>	<b>Begin Log</b>	<b>End Log</b>	<b>Length (Mi)</b>	<b>Average Width (Ft)</b>	<b>COMMENTS</b>
Bates County Route D	709	0.198	12.154	11.956	21	
Bates County Route Y	73	0.000	1.339	1.339	23	
Bates County Route Y	455	6.032	12.132	6.100	21	

Benton County Route AA	2967	0.009	12.495	12.486	21	
Benton County Route VV	206	0.019	9.103	9.084	22	
Dallas County Route E	340	0.019	8.727	8.708	21	
Dallas County Route T	2179	0.000	8.838	8.838	21	
Dallas County Route U	223	0.000	7.428	7.428	21	
Dallas County Route YY	132	0.000	2.622	2.622	21	
PROJECT OVERALL LENGTH:				68.561	MILES	

<b>EXCEPTIONS: JSRM0124</b>					
<b>County - Route</b>	<b>BRIDGE/RR NUMBER</b>	<b>Begin Log</b>	<b>End Log</b>	<b>Length (Mi)</b>	<b>Comments</b>
Bates County Route Y	329870P	1.191	1.193	0.002	10' RR EXCEPTION
		1.339	6.032	4.693	MO 18 paving exception
Benton County Route AA	N0323	1.722	1.749	0.027	BRIDGE EXCEPTION N0323
	B0326	9.492	9.521	0.029	BRIDGE EXCEPTION B0326
Benton County Route V V		4.896	4.905	0.009	EXCEPTION AT RT AA
Dallas County Route E	S0454	1.579	1.598	0.019	BRIDGE EXCEPTION S0454
TOTAL EXCEPTIONS:				4.779	MILES

**2.0 Application Rate and Typical.**

AGGREGATE APPLICATION RATE	19 LBS/YD <sup>2</sup>
BINDER (CHFRS-2P) APPLICATION RATE	0.35 GAL/YD <sup>2</sup>
FOG SEAL RATE	0.05 GAL/YD <sup>3</sup>



**3.0 Pavement Quantities.**

3.1 Pavement quantities are as follows:

JSRM0124 SEAL COAT GRADE B1 QUANTITIES					-	-	-	-
County	Begin	End	Length	Average	Seal Coat	Binder	Fog Seal	
Route	Log	Log	(Mi)	Width (FT)	(SQ YD)	(Gal)	(Gal)	COMMENTS
<b>Bates Rte. D</b>	0.198	0.296	0.098	28	1610.0	563.5	-	FROM BRIDGE END TO SHOULDERS END
	0.296	1.957	1.661	21	20464.0	7162.4	-	10' LANES NO SHOULDER
	1.957	2.116	0.159	24	2239.0	783.7	-	10' LANES 2' ONTO SHOULDER
	2.116	12.154	10.038	21	123666.0	43283.1	-	10' LANES NO SHOULDER END AT SEAM AT BB
				<b>SUBTOTAL</b>	<b>147979.0</b>	<b>51792.7</b>	<b>0.0</b>	
<b>Bates Rte. Y</b>	0.000	0.974	0.974	21	12000.0	4200.0	0.0	BEGIN TO CITY LIMITS OF MERLIN
	0.974	1.191	0.217	21	2673.0	935.6	133.7	FOG SEALING MERWIN
	1.191	1.193	0.002	-	-	-	-	10' RR EXCEPTION

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Route: Various

County: Various

	1.193	1.339	0.146	21	1799.0	629.7	90.0	END AT INTRSECTIO N @ MO 18 - OMIT APRON
	1.339	6.032	4.693	-	-	-	-	SEAL COAT EXCEPTION
	6.032	11.87 7	5.845	23	78869.0	27604. 2	-	BEGIN S/O RT J OMIT APRON
	11.87 7	12.13 2	0.255	23	3441.0	1204.4	172. 1	FOG SEAL AMORET END AT Mo 52 OMIT APRON
				<b>SUBTOTAL</b>	<b>98782.0</b>	<b>34573. 9</b>	<b>395. 7</b>	

JSRM0124 SEAL COAT GRADE B1 QUANTITIES					-	-	-	-
County	Begin	End	Length	Average	Seal Coat	Binder	Fog Seal	
Route	Log	Log	(Mi)	Width (FT)	(SQ YD)	(Gal)	(Gal)	COMMEN TS
<b>Benton Rte AA</b>	0.009	1.722	1.713	21	21104.0	7386.4	-	START AT SEAM OMITTIN G APRON
	1.722	1.749	0.027	-	-	-	-	BRIDGE EXCEPTI ON N0323
	1.749	9.492	7.743	21	95398.0	33389.3	-	0.000
	9.492	9.521	0.029	-	-	-	-	BRIDGE EXCEPTI ON B0326
	9.521	12.495	2.974	21	36640.0	12824.0	-	SEAL COAT TO THE RADIUS END - OMITTIN G THE APRON
				<b>SUBTOTAL</b>	<b>153142.0</b>	<b>53599.7</b>	<b>0.0</b>	

Job No.: JSRM0124

Route: Various

County: Various

<b>Benton Rte VV</b>	0.019	4.896	4.877	21	60085.0	21029.8	-	BEGIN AT RADIUS POINT OMITTIN G APRON: PAVE TO SEAM AT END, OMITTIN G RT AA
	4.896	4.905	0.009	-	-	-	-	EXCEPTI ON AT RT AA
	4.905	5.955	1.050	21	12936.0	4527.6	-	CHANGIN G TO 11' LANES AT PALMER ROAD
	5.955	9.103	3.148	23	42477.0	14867.0	-	
				<b>SUBTOTAL</b>	<b>115498.0</b>	<b>40424.4</b>	<b>0.0</b>	

<b>Dallas Rte. E</b>	0.019	1.579	1.560	21	19219.0	6726.7	-	10' LANES
	1.579	1.598	0.019	-	-	-	-	BRIDGE EXCEPTI ON S0454
	1.598	3.772	2.174	21	26784.0	9374.4	-	STOP AT END OF RTE E DO NOT DO TURNING RADIUS'
	3.772	3.786	0.014	22	181.0	63.4	-	RT E AND RT T INTERSE CTION
	3.786	5.499	1.713	23	23114.0	8089.9	-	CHANGE WIDTH TO 11' LANES

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Route: Various

County: Various

	5.499	8.727	3.228	21	39769.0	13919.2	-	CHANGE WIDTH TO 10' LANES END AT MILL CREEK ROAD
<b>SUBTOTAL</b>					<b>109067.0</b>	<b>38173.6</b>	<b>0.0</b>	

SRM0124 SEAL COAT GRADE B1 QUANTITIES					-	-	-	-
County	Begin	End	Length	Average	Seal Coat	Binder	Fog Seal	
Route	Log	Log	(Mi)	Width (FT)	(SQ YD)	(Gal)	(Gal)	COMMENTS
<i>Dallas Rte. T</i>	0.000	8.838	8.838	21.000	108884.0	38109.4	-	BEGIN AT EDGE OF RT E SEAL COAT
<b>SUBTOTAL</b>					<b>108884.0</b>	<b>38109.4</b>	<b>0.0</b>	
<i>Dallas Rte. U</i>	0.000	7.428	7.428	21.000	91513.0	32029.6	-	Begin at RT D OMIT APRON
<b>SUBTOTAL</b>					<b>91513.0</b>	<b>32029.6</b>	<b>0.0</b>	

JSRM0124 SEAL COAT GRADE B1 QUANTITIES					-	-	-	-
County	Begin	End	Length	Average	Seal Coat	Binder	Fog Seal	
Route	Log	Log	(Mi)	Width (FT)	(SQ YD)	(Gal)	(Gal)	COMMENTS
<i>Dallas Rte YY</i>	0.000	2.622	2.622	21.000	32303.0	11306.1	0.0	BEGIN AT RT T - OMIT APRON
<b>SUBTOTAL</b>					<b>32303.0</b>	<b>11306.1</b>	<b>0.0</b>	

<b>TOTALS</b>		
SEAL COAT GRADE A1	-	SQ YDs
SEAL COAT GRADE B1	857,169	SQ YDs
EMULSIFIED ASPHALT BINDER	300,010	Gallons
FOG SEAL	396	Gallons

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

**4.1 Construction signs and channelizers** are as follows & paid per lump sum: See Section I.

<b>SIGN NO</b>	<b>SIGN</b>	<b>SIZE (IN)</b>	<b>AREA (SQ FT)</b>	<b>QTY (EA)</b>	<b>TOTAL AREA (SQ FT)</b>	<b>DESCRIPTION</b>
<b>GUIDE SIGNS</b>						
58	GO20-4a	42X30	8.75	4	35.0	PILOT CAR IN USE WAIT & FOLLOW
60	GO20-4a	18x12	1.50	10	15.0	PILOT CAR IN USE WAIT & FOLLOW
53	GO20-4	36X18	4.50	2	9.0	PILOT CAR FOLLOW ME
-	GO22-1	21x15	2.19	2	4.4	WET PAINT (ARROW PIVOT)
-	GO23-1	36X24	6.00	21	126.0	WORK ZONE (PLAQUE)
57	WO8-7A	36X36	9.00	66	594.0	FRESH OIL - LOOSE GRAVEL
<b>REGULATORY SIGNS</b>						
-	R2-1	36x48	12.00	21	252.0	SPEED LIMIT 45
<b>WARNING SIGNS</b>						
11	WO3-4	48X48	16.00	4	64.0	BE PREPARED TO STOP
35	WO8-12	48X48	16.00	66	1056.0	NO CENTER LINE
2	WO20-1	48X48	16.00	4	64.0	ROAD WORK AHEAD
7	WO20-4	48X48	16.00	4	64.0	ONE LANE ROAD AHEAD
8	WO20-7a	48X48	16.00	4	64.0	FLAGGER (SYMBOL)

SPECIAL						
59	CONST-8	48X36	12.00	4	48.0	WORK ZONE NO PHONE ZONE
616-10.05 CONSTRUCTIN SIGN TOTAL				AREA	2396	
				PAID	1 LUMP SUM	

\* - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY ENGINEER.

\*\* - FRESH OIL/LOOSE GRAVEL SIGN SHALL BE PLACED AT THE START OF THE PROJECT. SIGNS SHOULD ALSO BE INSTALLED WITHIN 150 FT. AFTER THE INTERSECTION OF A STATE ROUTE. ADDITIONAL SIGNS MAY BE INSTALLED WITHIN 150 FT. AFTER OTHER INTERSECTIONS, AS DIRECTED BY ENGINEER. REFER TO STANDARD PLAN 616.10 AND 903.03 FOR SIGN AND SIGN MOUNTING REQUIREMENTS.

#### 4.2 Traffic Control Devices and Mobilization are as follows:

ITEM NUMBER	TOTAL QTY	DESCRIPTION
616-10.98A	10	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED
618-10.00	1 LUMP SUM	MOBILIZATION
616-99.01	1 LUMP SUM	LUMP SUM TRAFFIC CONTROL

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

4" CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)					
County	Begin	End	Length	4" WHITE	4" YELLOW
Route	Log	Log	(Mi)	Length (ft)	Length (ft)
Bates County Route D	0.198	12.154	11.956	126253.7	126253.7
Bates County Route Y	0.000	1.339	1.339	14139.8	14139.8
	6.032	12.132	6.100	64416.0	64416.0
Benton County Route AA	0.009	12.495	12.486	131852.2	131852.2
Benton County Route V V	0.019	9.103	9.084	95927.0	95927.0

Dallas County Route E	0.019	8.727	8.708	91956.5	91956.5
Dallas County Route T	0.000	8.838	8.838	93329.3	93329.3
Dallas County Route U	0.000	7.428	7.428	78439.7	78439.7
Dallas County Route YY	0.000	2.622	2.622	27688.3	27688.3
	<b>TOTAL</b>	<b>Miles</b>	<b>68.561</b>	<b>724,003.00</b>	<b>724,003.00</b>
				<b>4" WHITE</b>	<b>4" YELLOW</b>

<b>PREFORMED THERMOPLASTIC PAVEMENT MARKING</b>				
<b>County</b>	<b>Begin</b>	<b>24" WHITE</b>	<b>RR CROSSING</b>	<b>COMMENTS</b>
<b>Route</b>	<b>Log</b>	<b>(LF)</b>	<b>(EA)</b>	
Bates County Route Y	0.954	20	1	RR & BARS
	1.180	10		STOP BAR
	1.194	10		STOP BAR
	1.274	20	1	RR & BARS
	<b>TOTAL</b>	<b>60</b>	<b>2</b>	
	<b>USE</b>	<b>60</b>	<b>2</b>	
		<b>24" WHITE</b>	<b>RR CROSSING</b>	

G. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.

- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website ([www.modot.org/quality](http://www.modot.org/quality)).

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

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

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

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

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

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

#### **4.0 Work Planning and Scheduling.**

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

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review

construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

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.

- 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  $\pm 2.0$  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 the percentage of 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.

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

**1.0 616.11.1 Lump Sum Temporary Traffic Control.** No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

**2.0 616.12.1 Lump Sum Temporary Traffic Control.** Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

**3.0 616.12.1.1 Partial payments.** For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.

(b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.

(c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.

(d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

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

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

J. Pavement Marking Log

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

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

K. Additional Flaggers

**1.0** Additional flagger(s) and appropriate construction signs shall be provided as needed at each intersection when work zone extends through the following intersections and/or approaches:

**2.0 Basis of Payment.** There will be no direct pay for all labor and equipment necessary to provide additional flaggers. All cost shall be considered completely covered under the pay items provided in the contract.

L. Seal Coat Completion of Work JSP-15-08

**1.0 Description.** This project contains work which may be completed in multiple construction seasons.

**2.0 Completion of Work.** The contractor shall not start any work that cannot be completed in a single construction season without prior approval of the engineer.

**3.0 Basis of Payment.** There will be no direct pay for compliance with this provision.

M. Bridge Deck Drains

**1.0 Description.** The contractor shall block all bridge deck drains in such a way to prevent all materials from entering the drains and areas under the bridge.

**2.0 Basis of Payment.** No direct payment will be made for blocking bridge deck drains.

N. Permanent Pavement Marking - SW

**1.0 Description.** This work shall consist of furnishing and placing permanent centerline, edge line, lane line markings, and preformed thermoplastic pavement marking, as specified, at locations shown on the plans or as approved by the engineer. The preformed thermoplastic pavement marking includes, but not limited to, 24" White (Stop Bars) and 24" Yellow (Hash Mark), 6" White for Crosswalks, Turn Arrows, Railroad Crossings, Yield markings, and the word "ONLY". This work shall be in accordance with Section 620 and specifically as follows.

**2.0 Construction Requirements.** On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips. The contractor shall place the preformed thermoplastic pavement marking after the permanent centerline, edge line, and lane line marking is installed by the contractor or by others. The contractor will have 5 five days after the permanent centerline, edge line, and lane line markings are placed to start the preformed thermoplastic pavement marking installation and shall be placed in accordance with manufacturer's recommendations or as approved by the engineer.

**3.0 Basis of Payment.** The accepted quantity of permanent pavement marking paint and preformed thermoplastic pavement marking will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material or time necessary to complete the described work including any other incidental items.

O. Bald Eagle Protection Measures

**1.0 Description.** Bald eagles are protected by the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act and the Lacey Act. There are multiple recorded eagle nests near the project area. All nests are within 1 mile of the project location, and one (nest 40662) is near the limits of the required buffer (660 feet). The contractor shall be made aware of the following restrictions in order to avoid possible impacts to the nests.

**2.0 Restrictions.** To comply with federal laws and avoid non-purposeful take of eagles and their young, the contractor shall adopt the following recommendations.

- (a) Maintain a buffer of at least 660 feet (200 meters) between project activities and the nests (including active and alternate nests). If a similar activity already exists closer than 660 feet, then a distance buffer as close to the nest as the existing tolerated activity is allowed.
- (b) If an activity is performed closer than 660 feet due to a similar activity existing closer than 660 feet, then restrict all clearing, external construction, and landscaping activities within 660 feet of the nest to outside the nesting season (considered July 1 to November 15 in Missouri).
  - a. To comply with 2(b), for the area shown below, the contractor shall clear trees between July 1 and November 15.
- (c) Maintain established landscape buffers that screen the activity from the nest.
- (d) Avoid blasting and other activities that produce extremely loud noises within ½ mile of active nests (or within 1 mile in open areas), unless greater tolerance to the activity (or similar activity) has been demonstrated by the eagles in the nesting area.
  - a. To comply with 2(d), there shall be no blasting allowed for demolition of the existing bridges. However, the contractor may use any mechanical demolition methods to remove the existing structure.

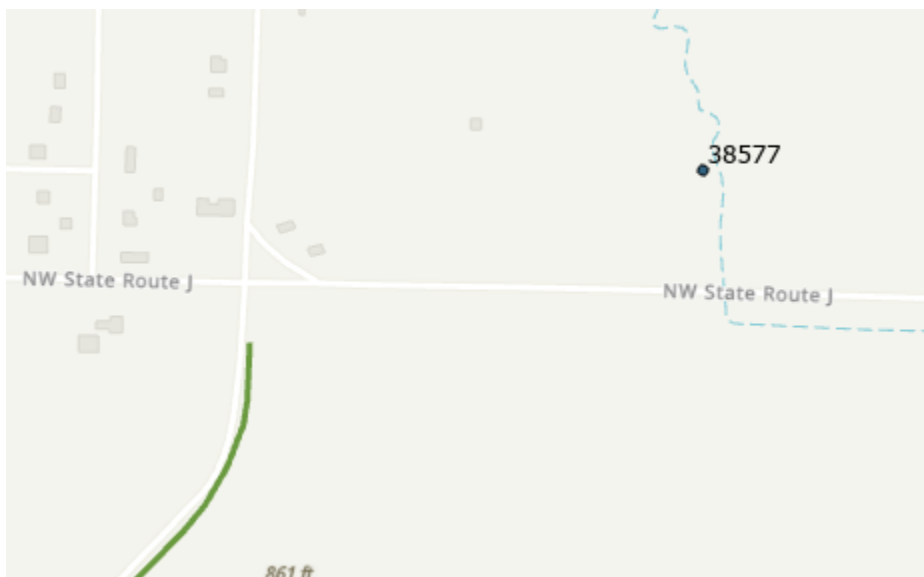


Fig. 1. Nest 38577 is within 1,500 feet of the project on NW state route Y.

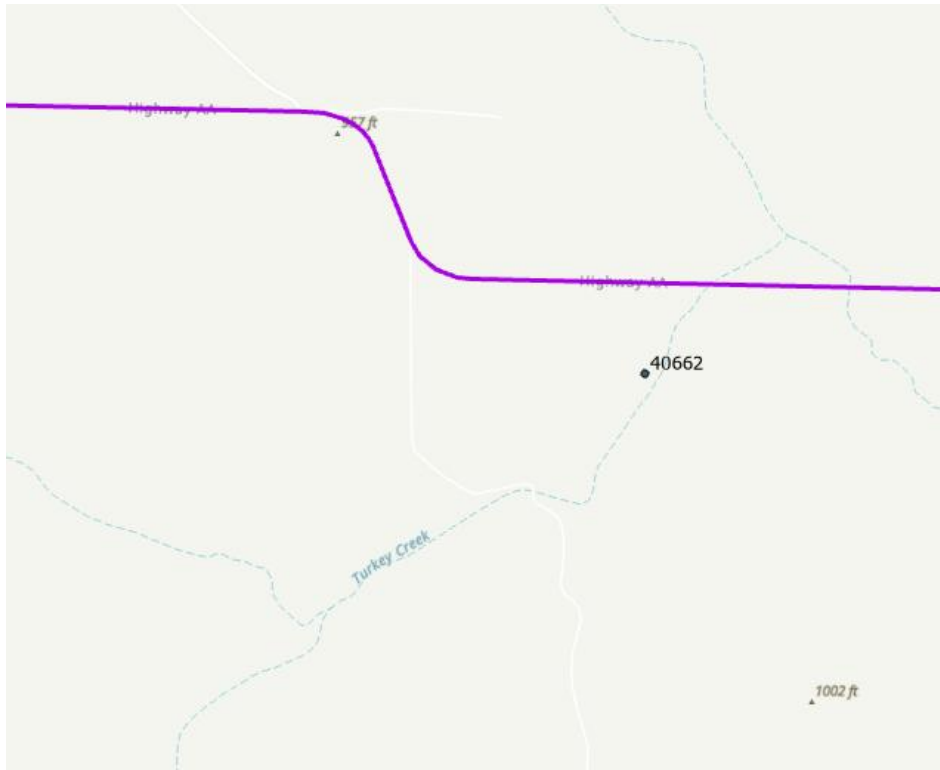


Fig. 2. Nest 40662 is within 750 feet of the project on Highway AA on Turkey Creek near Pitts Avenue.

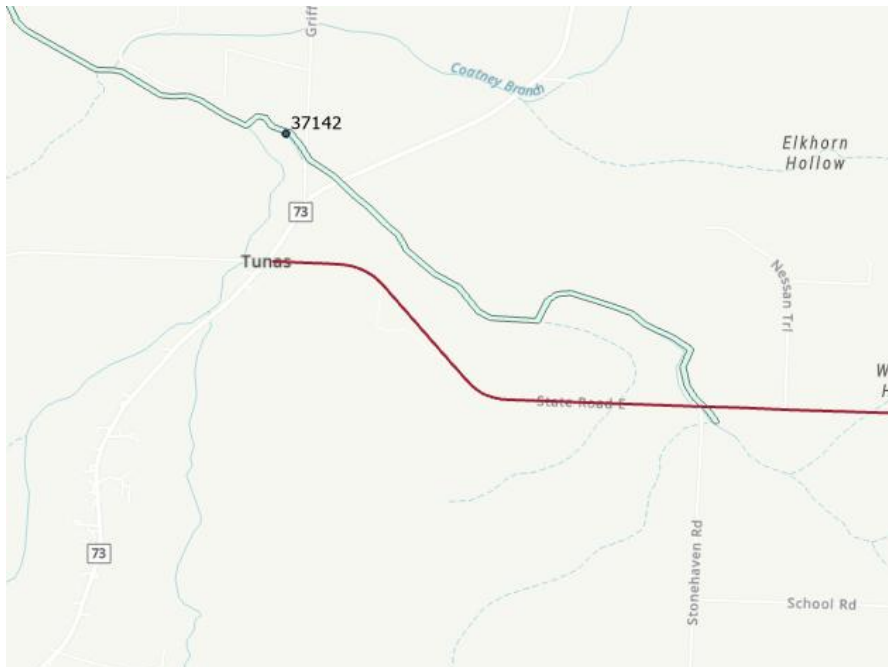


Fig. 3. Nest 37142 is within 2,600 feet of the project on State Road E at Tunas.



Fig. 4. Nest 44741 is within 3,800 feet of the project on Mill Creek Road.

**3.0 Documentation.** The contractor shall complete the attached documentation and provide signed copies to the Engineer prior to the commencement of any construction activities. For additional information, or clarification, see: [Eagle Incidental Disturbance and Nest Take Permits | U.S. Fish & Wildlife Service](#) and [Eagle Disturbance Take \(General Permit\)](#).

All questions concerning this issue shall be forwarded to the USFWS contact for Missouri:


Elizabeth Rigby  
U.S. Fish and Wildlife Service – Rock Island Field Office  
1511 47<sup>th</sup> Avenue  
Moline, IL 61265  
Phone Number: (612) 713-5144,  
E-mail: [Elizabeth\\_Rigby@fws.gov](mailto:Elizabeth_Rigby@fws.gov)

or

Margaret Rheude  
U.S. Fish and Wildlife Service – Rock Island Field Office  
1511 47<sup>th</sup> Avenue  
Moline, IL 61265  
Phone Number: (612) 713-5438 ,  
E-mail: [Margaret\\_Rheude@fws.gov](mailto:Margaret_Rheude@fws.gov)

**4.0 Basis of Payment.** No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

#### **Bald Eagle “Non-Purposeful Take” Documentation for Construction**



**U.S. Fish & Wildlife Service**

# Eagle Permits

Midwest Region

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U.S. Fish & Wildlife Service  
5600 American Blvd. West,  
Suite 990  
Bloomington, MN 55437-1458  
Phone: 612-713-5360

## Bald Eagle Permit: Non-Purposeful Take

### Step-by-Step Guidance

#### Determining Whether Construction or Development Activities May Cause the Non-Purposeful Take of Bald Eagles

**Step 4. Documentation**

You may document that you are following the U.S. Fish and Wildlife Service's recommendations for avoiding the non-purposeful take of bald eagles by printing this page, then signing and dating it for your records.

Your activity is a construction project or development activity. The bald eagle nest (**active or inactive**) can be seen from the project site.

You will adopt the following recommendations to avoid the non-purposeful take of eagles and their young.

- (1) Maintain a **buffer** of at least 660 feet (200 meters) between all your activities and the nest (including active and inactive nests) unless a **similar activity** is closer than 660 feet, then you may maintain a distance buffer as close to the nest as the existing tolerated activity.
- (2) Restrict all clearing, external construction, and landscaping activities within 660 feet of the nest to **outside the nesting season** (i.e., outside the nesting season is from August through mid-January in the Midwest).
- (3) maintain any established landscape buffers.

Therefore, incidental take of bald eagles is unlikely to occur.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

These recommendations are valid only for the states of Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin.


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Last updated: February 1, 2016

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(From: [https://www.fws.gov/midwest/MidwestBird/EaglePermits/baeatake/visible/visactivity\\_step4yes.html](https://www.fws.gov/midwest/MidwestBird/EaglePermits/baeatake/visible/visactivity_step4yes.html))

### Bald Eagle “Non-Purposeful Take” Documentation for Blasting



**U.S. Fish & Wildlife Service**

**Eagle Permits**

Midwest Region

**EAGLE PERMITS HOME**

PERMIT FOR NON-PURPOSEFUL TAKE ▶

PERMIT TO REMOVE AN EAGLE NEST

PERMITS TO TAKE, POSSESS, OR TRANSPORT EAGLES

PERMIT APPLICATION FORMS

EAGLE NATURAL HISTORY & SENSITIVITY TO HUMAN ACTIVITY

DEFINITIONS

CONTACT US

U.S. Fish & Wildlife Service  
5600 American Blvd. West,  
Suite 990  
Bloomington, MN 55437-1458  
Phone: 612-713-5360

## Bald Eagle Permit: Non-Purposeful Take

### Step-by-Step Guidance

#### Determining Whether **Blasting** or **Conducting Other Activities with Loud, Intermittent Noises** May Cause the **Non-Purposeful Take of Bald Eagles: Step 4**

**Step 4.** Your activity is blasting or other loud, intermittent noises near **nesting bald eagles during the breeding season**. Nesting bald eagles refers to any eagle, including eggs and eaglets, during the breeding or nesting season. The breeding or nesting season varies but generally in the Midwest it is from late January to early August.

You will avoid blasting and other activities that produce extremely loud noises within 1/2 mile of active nests (or within 1 mile in open areas), unless greater tolerance to the activity (or similar activity) has been demonstrated by the eagles in the nesting area. Therefore, the non-purposeful take of bald eagles is unlikely to occur.

You may print this page, then sign and date it for your records. This page documents that you are following the U.S. Fish and Wildlife Service's recommendations for avoiding the non-purposeful take of bald eagles.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

These recommendations are valid only for the states of Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin.

[Back to Step 3](#)

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Last updated: February 1, 2016

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(From: <https://www.fws.gov/midwest/MidwestBird/EaglePermits/baeatake/blasting4yes.html>)

P. The Canadian Pacific Kansas City Railway Company (CPKC) Requirements

To report an emergency on The Canadian Pacific Kansas City Railway Company right-of-way call: (800) 527-9464. This Project is located on Bates County Rte. Y on the CPKC Pittsburg Subdivision, MP 0058.395, designated as DOT# 329870P in Merwin, MO. **Current FRA data shows 9 daytime trains and 8 nighttime trains and 0 passenger trains per day.**

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

**1.1** The authorized representative of The Canadian Pacific Kansas City Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safety of employees of The Kansas City Southern Railway Company, herein called "Railroad", the public, and the safe maintenance and operation of railroad traffic including the adequacy of the

foundations and structures supporting the railroad tracks. The Railroad designates the following individual as the Railroad Engineer for this project. Except as otherwise provided in this document, herein called "Railroad Requirements", the Missouri Highway and Transportation Commission's Contractor, herein called "Contractor", shall address all notices to the Railroad concerning this Project to the following person:

Mr. Justin Meyer  
Senior Vice President, Engineering and Mechanical  
The Kansas City Southern Railway Company  
427 West 12<sup>th</sup> Street  
Kansas City, MO 64105  
c/o Mr. Charles Kretchman  
Office: (612) 247-0706  
E-mail: [Charles.Kretchman@CPKCR.com](mailto:Charles.Kretchman@CPKCR.com)

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

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

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

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

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

**1.4.c.** In the event the Contractor shall fail to restore the Railroad's property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's property is called to the Contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the Contractor. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's property.

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

Denise Case – Permit Manager  
JLL – Rail Practice Group  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155  
Phone: (817) 230-2614  
Email: [denise.case@am.jll.com](mailto:denise.case@am.jll.com)

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

**2.1 Right of Entry Fee.** A Two Thousand Dollar (\$2,000) non-refundable fee must accompany the application, made payable to CPKC, or the application will be returned.

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

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

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

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

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

**4.3** The Contractor shall comply with the Railroad's rules and regulations concerning protection of persons and property and the Contractor shall consult with the Railroad Engineer concerning

the Railroad's rules and regulations. Any questions arising about coordination of work between the Contractor and the Railroad Engineer or between the Contractor and others shall be taken up with the Engineer and the Contractor, Railroad Engineer and Engineer shall agree upon a method of coordination before commencing the work.

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

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

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

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

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

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

**5.2** The Railroad Designated Representative can either be an employee of the Railroad or a hired outside consultant. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.

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

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

**6.1** The safe operation of the Railroad shall take precedence over Commission's work on, under and above the Railroad ROW. Contractor shall not, without Railroad's prior consent, come within 50 feet of Railroad's tracks. All work of the Contractor to be performed on, above, below or adjacent to the Railroad ROW shall be coordinated with Railroad so as to avoid, to the greatest extent possible, interference with railroad operations and to assure, at a minimum, sufficient advance notice to Railroad to ensure operational safety. Contractor shall be solely responsible with complying with any applicable laws, rules and regulations, including but not limited to OSHA regulations governing multi-employer work sites.

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

**6.3** Except as authorized by Railroad the Contractor shall not work within the "Minimum Clearance Zone" of any track. The "Minimum Clearance Zone" is defined as an area measured 50 feet, horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could under any circumstances encroach on the "Minimum Clearance Zone" of any track. A railroad flagger will also be required when any equipment or its attachment or booms, even though stationed outside the above-mentioned 50 feet of the nearest rail but within the railroad ROW, has a potential to come within the 50 feet of the nearest rail.

**6.4** Flagging services provided by a Railroad-qualified flagging contractor will be required whenever agents, employees or equipment of the Contractor or any of its contractors or subcontractors on this Project shall be within Fifty (50') of the nearest rail or if conditions as noted in item 6.3 above arise, unless specifically waived in writing by the Railroad.

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

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

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

**Railpros Field Services**

Joel Ashcraft 417-362-9007 [joel.ashcraft@railpros.com](mailto:joel.ashcraft@railpros.com)  
Jon Norris 601-502-6985 [jon.norris@railpros.com](mailto:jon.norris@railpros.com)

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

Mr. Charles Kretchman  
Supervisor of Public Works  
The Canadian Pacific Kansas City Railway Company  
120 South 6<sup>th</sup> Street Suite 500  
Minneapolis, MN 55402  
Office: 612-247-0706  
E-mail: [Charles.Kretchman@CPKCR.com](mailto:Charles.Kretchman@CPKCR.com)

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

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

**6.10** The Contractor shall notify Railroad of the completion of work on Railroad ROW within 30 days after the completion of work on Railroad ROW. Railroad shall inspect Railroad’s property within 30 days after the Contractor has given this notice, to verify the Contractor’s compliance with these Railroad Requirements. Railroad shall notify the Engineer of any outstanding issues to be addressed on Railroad ROW. Engineer will notify the Contractor of work to be completed.

**7.0 Insurance Requirements.** The amount of work to be performed upon, over or under Railroad’s right of way is estimated to be one percent of the Contractor’s total bid for the Project.

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor shall be required to carry insurance of the following kinds:

(a) Commercial General Liability Insurance, including contractual liability and products completed/operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of others, including loss of use thereof, with minimum limits for bodily injury and property damage of \$2,000,000 for each occurrence, with an aggregate of \$10,000,000.

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

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

(b) Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, on all vehicles used on Railroad's property during the term of the contract between the contractor and the Commission.

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

(d) A Railroad Protective Liability policy issued in the name of the Railroad with limits of \$2,000,000 for bodily injury and property damage per occurrence, with an aggregate of \$10,000,000. The policy shall remain in force during the construction phase of the Project and shall be provided prior to start of work. The following provisions apply to the endorsements to this policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Job No.: JSRM0124  
Route: Various  
County: Various

Railroad

Mr. Charles Kretchman  
CPKC Limited  
120 South 6<sup>th</sup> Street Suite 500  
Minneapolis, MN 55402  
P.O. Box 219335  
Kansas City, MO 64121-9335

Commission

Mr. Brandi Baldwin  
State Construction & Material Engineer  
MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

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

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

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

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