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

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|                                                                                                                                                             |                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>07-20-2020 13:00:04<br/>CAMERON SOOY - CIVIL<br/>MO-PE-2021019715</p> | <p><b>MISSOURI HIGHWAYS AND<br/>TRANSPORTATION COMMISSION</b><br/>105 W. CAPITOL AVE.<br/>JEFFERSON CITY, MO 65102<br/>Phone 1-888-275-6636</p> |
|                                                                                                                                                             | <p>If a seal is present on this sheet, JSP's<br/>have been electronically sealed and<br/>dated.</p>                                             |
|                                                                                                                                                             | <p>JOB NUMBERS: JSR0028, JSR0033,<br/>JSR0442, JSR0487<br/>VARIOUS COUNTIES, MO<br/>DATE PREPARED:</p>                                          |
| <p>ADDENDUM DATE:</p>                                                                                                                                       |                                                                                                                                                 |
| <p>Only the following items of the Job Special Provisions (Roadway) are<br/>authenticated by this seal: All</p>                                             |                                                                                                                                                 |

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JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02M

**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](http://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](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- 13-01E

**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](#).

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Notice to Proceed: November 23, 2026  
Contract Completion Date: July 1, 2028

**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 |
|---------|---------------|----------------------|
| JSR0028 | 58            | \$1,800              |
| JSR0033 | 150           | \$1,800              |
| JSR0442 | 14            | \$1,800              |
| JSR0487 | 50            | \$1,800              |

**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 **\$500** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

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

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

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

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## **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

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holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

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

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

#### **4.0 Detours and Lane Closures.**

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

**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 - SW**

**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

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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 police 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                      |                                         |
| Henry County Office of Emergency Management: 660-383-1061 |                                         |
| Henry County Sheriff: 660-885-7300                        | Clinton Police: 660-885-2679            |
| St. Clair County Sheriff – 417-646-2579                   | Clinton Fire Department: 660-885-2560   |
| Cedar County Sheriff – 417-276-5133                       | El Dorado Springs Police – 417-876-2313 |
| Polk County Sheriff – 417-777-9020                        | El Dorado Springs Fire – 417-876-1739   |
| Dunnegan Rural Fire – 417-599-4954                        | Fair Play City Police – 417-654-2000    |

|                                                      |
|------------------------------------------------------|
| Emergency Only Numbers                               |
| 911                                                  |
| *55 cell phone – Missouri Highway Patrol             |
| 417-864-1160 – MoDOT Incident Management Coordinator |
|                                                      |

**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 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.

Cameron Sooy, Project Contact  
Southwest District  
3025 East Kearney Street  
Springfield, MO 65803

Telephone Number: 417-895-7612  
Email: [Cameron.Sooy@modot.mo.gov](mailto:Cameron.Sooy@modot.mo.gov)

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**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  
1057 East Gaines Drive  
Clinton, MO 64735

Telephone Number: 417-908-6686

Email: [Eric.Bruss@modot.mo.gov](mailto:Eric.Bruss@modot.mo.gov)

**F. Supplemental Revisions JSP-18-01KK**

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

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

- Stormwater Compliance Requirements

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

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

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

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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](http://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.

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**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.

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**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

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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

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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

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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 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,

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the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

G. Utilities JSP-93-26F

**1.0 JSR0028 Utilities**

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

| <u>Utility Name</u>                                                                                                                                                                                                | <u>Known<br/>Required<br/>Adjustment</u> | <u>Type</u>    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------|
| Brightspeed<br>Kelly Weigle<br>117 N Madison Ave.<br>Lebanon, MO 65536<br>Phone: (417) 733-7866<br>Email: <a href="mailto:kelly.weigle1@brightspeed.com">kelly.weigle1@brightspeed.com</a>                         | None                                     | Communications |
| Charter Communications (Spectrum)<br>John Billingsley<br>210 W 7 <sup>th</sup> Street<br>Sedalia, Mo 65801<br>Phone 660-851-0639<br><a href="mailto:John.Billingsley@charter.com">John.Billingsley@charter.com</a> | None                                     | Fiber          |
| City of Clinton<br>Jeffery Lee<br>313 S. Washington Street,<br>Clinton, MO 64735<br>Phone:660-351-1098<br>Email: <a href="mailto:jlee@alliancewater.com">jlee@alliancewater.com</a>                                | None                                     | Water          |
| MoDOT-Signals, Lighting, ITS<br>Joe Dotson<br>2455 N. Mayfair Ave.<br>Springfield, MO. 65803<br>Phone:417-599-3043<br>Email: <a href="mailto:joseph.dotson@modot.mo.gov">joseph.dotson@modot.mo.gov</a>            | None                                     | Fiber          |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------|
| Liberty Utilities<br>Cody Ponder<br>2690 W Broadway St.<br>Boliver, MO 65613<br>Phone: (417) 706-8140<br>Email: <a href="mailto:cody.ponder@libertyutilities.com">cody.ponder@libertyutilities.com</a> | None | Electric      |
| Evergy<br>Gary Doores<br>1000 N. 3rd<br>Clinton, MO 64735<br>Phone: 816-896-8876<br>Email: Gary.Doores@evergy.com                                                                                      | None | Electric      |
| Henry County Water Company<br>Jeffery Lee<br>313 S. Washington Street,<br>Clinton, MO 64735<br>Phone: 660-351-1098<br>Email: <a href="mailto:jlee@alliancewater.com">jlee@alliancewater.com</a>        | None | Water         |
| K-Powernet<br>Phillip Fansler<br>PO Box 577<br>Vinita, OK 74301-0577<br>Phone: 918-944-3028<br>Email: <a href="mailto:pfansler@KAMOPower.com">pfansler@KAMOPower.com</a>                               | None | Communication |
| Socket Telecom<br>Todd Pulis<br>Construction Coordinator<br>Phone (573) 818-4778<br>Email: <a href="mailto:tpulis@corp.socket.net">tpulis@corp.socket.net</a>                                          | None | Telephone     |

1.2 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 damage that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating the existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.3 Overhead Primary Electric. Various utilities listed above have overhead lines within the project limits near the contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act, which makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high-voltage line that has not been covered or de-energized. If the contractor requires line cover when working near a primary power line, the

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contractor shall notify the utility owner a minimum of 14 days prior. Most power providers perform this service free of charge for municipally driven projects. The contractor is responsible for any damage to overhead lines caused by their operations. There will be no direct payment for compliance with this specification.

## 2.0 JSR033 Utilities

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

| <u>Utility Name</u>                                                                                                                                                                                      | <u>Known<br/>Required<br/>Adjustment</u> | <u>Type</u>   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------|
| Brightspeed<br>Michael Edwards<br>2601 Waukesha Road,<br>Silom Springs, MO 64772<br>Phone: 479-524-9943<br>Email: <a href="mailto:michael.edwards@brightspeed.com">michael.edwards@brightspeed.com</a>   | None                                     | Communication |
| Cedar County PWSD 1<br>Rayden Davis<br>PO Box 4<br>El Dorado Springs, MO 64744<br>Phone: 417-876-5872<br>Email: <a href="mailto:rayden.davis@ccpwsd1.com">rayden.davis@ccpwsd1.com</a>                   | None                                     | Water         |
| City of El Dorado Springs<br>Joe Robinson<br>135 W. Spring Street<br>El Dorado Springs, MO 64744<br>Phone: 417-876-2521<br>Email: <a href="mailto:eldocodes@centurytel.net">eldocodes@centurytel.net</a> | None                                     | Sewer, Water  |
| Liberty Electric<br>Allec Uber<br>3400 Kodiak Road,<br>Joplin MO 64804<br>Phone: 417-768-6344<br>Email: <a href="mailto:allec.uber@libertyutilities.com">allec.uber@libertyutilities.com</a>             | None                                     | Electric      |
| MoDOT<br>Joe Dotson<br>2455 N. Mayfair Ave.<br>Springfield, MO. 65803<br>Phone: 417-599-3043<br>Email: <a href="mailto:joseph.dotson@modot.mo.gov">joseph.dotson@modot.mo.gov</a>                        | None                                     | Fiber Optic   |
| Sac Osage Electric<br>Richard Johnston<br>4815 US HWY 54<br>EL Dorado Springs, MO 64744<br>Phone: 417-876-2721<br>Email: <a href="mailto:rjohnston@sacosage.com">rjohnston@sacosage.com</a>              | None                                     | Electric      |
| Sac Osage Fiber                                                                                                                                                                                          | None                                     | Fiber Optic   |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|
| Jason Radford<br>2323 Grand Blvd. Ste 300<br>Kansas City, MO 64108<br>Phone: 660-351-1220<br>Email: <a href="mailto:jason.radford@conexon.us">jason.radford@conexon.us</a>               |      |              |
| Spire<br>Baylee Godat<br>3025 SE Clover Drive,<br>Lee's Summit, MO 64082<br>Phone: 816-334-8075<br>Email: <a href="mailto:baylee.godat@spireenergy.com">baylee.godat@spireenergy.com</a> | None | Gas          |
| Village of Collins<br>Mark Warson<br>1604 Main St,<br>Collins MO 64738<br>Phone: 417-275-4546<br>Email: <a href="mailto:Mark.Warson@gmail.com">Mark.Warson@gmail.com</a>                 | None | Sewer, Water |

2.2 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 damage 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.

2.3 Overhead Primary Electric. Various utilities listed above have overhead lines within the project limits near the contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act, which makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high-voltage line that has not been covered or de-energized. If the contractor requires line cover when working near a primary power line, the contractor shall notify the utility owner a minimum of 14 days prior. The contractor is responsible for any damage to overhead lines caused by their operations. There will be no direct payment for compliance with this specification.

### 3.0 JSR0442 Utilities

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

| <u>Utility Name</u>                                                                                     | <u>Known<br/>Required<br/>Adjustment</u> | <u>Type</u>   |
|---------------------------------------------------------------------------------------------------------|------------------------------------------|---------------|
| Brightspeed<br>Michael Edwards<br>2601 Waukesha Road,<br>Silom Springs, MO 64772<br>Phone: 479-524-9943 | None                                     | Communication |

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------|
| Email: <a href="mailto:michael.edwards@brightspeed.com">michael.edwards@brightspeed.com</a>                                                                                                              |      |               |
| City of El Dorado Springs<br>Joe Robinson<br>135 W. Spring Street<br>El Dorado Springs, MO 64744<br>Phone: 417-876-2521<br>Email: <a href="mailto:eldocodes@centurytel.net">eldocodes@centurytel.net</a> | None | Sewer, Water  |
| MoDOT<br>Joe Dotson<br>2455 N. Mayfair Ave.<br>Springfield, MO. 65803<br>Phone: 417-599-3043<br>Email: <a href="mailto:joseph.dotson@modot.mo.gov">joseph.dotson@modot.mo.gov</a>                        | None | Fiber Optic   |
| Sac Osage Electric<br>Richard Johnston<br>4815 US HWY 54<br>EL Dorado Springs, MO 64744<br>Phone: 417-876-2721<br>Email: <a href="mailto:rjohnston@sacosage.com">rjohnston@sacosage.com</a>              | None | Electric      |
| Sac Osage Fiber<br>Jason Radford<br>2323 Grand Blvd. Ste 300<br>Kansas City, MO 64108<br>Phone: 660-351-1220<br>Email: <a href="mailto:jason.radford@conexon.us">jason.radford@conexon.us</a>            | None | Fiber Optic   |
| Sho-Me Technologies<br>Brad McGoon<br>301 West Jackson St.<br>Marshfield, MO 65706<br>Phone: 417-830-6717<br>Email: <a href="mailto:dmcgoon@shomepower.com">dmcgoon@shomepower.com</a>                   | None | Communication |
| Spire<br>Baylee Godat<br>3025 SE Clover Drive,<br>Lee's Summit, MO 64082<br>Phone: 816-334-8075<br>Email: <a href="mailto:baylee.godat@spireenergy.com">baylee.godat@spireenergy.com</a>                 | None | Gas           |

3.2 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 damage 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.

3.3 Overhead Primary Electric. Various utilities listed above have overhead lines within the project limits near the contractor's work. The contractor shall comply with the Missouri

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Overhead Powerline Safety Act, which makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high-voltage line that has not been covered or de-energized. If the contractor requires line cover when working near a primary power line, the contractor shall notify the utility owner a minimum of 14 days prior. The contractor is responsible for any damage to overhead lines caused by their operations. There will be no direct payment for compliance with this specification.

#### 4.0 JSR0487 Utilities

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

| <u>Utility Name</u>                                                                                                                                                                                                              | <u>Known<br/>Required<br/>Adjustment</u> | <u>Type</u>      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------|
| ATT Distribution<br>Scott Hall<br>600 St. Louis, Rm 630,<br>Springfield, MO 65806<br>Phone: 417-849-8265<br>Email: <a href="mailto:sh4949@att.com">sh4949@att.com</a>                                                            | None                                     | Fiber, Telephone |
| Liberty District Electric<br>William (Will) Endicott<br>3400 Kodiak Road,<br>Joplin MO 64804<br>Phone: (417) 733-7866<br>Email: <a href="mailto:william.endicott@libertyutilities.com">william.endicott@libertyutilities.com</a> | None                                     | Electric         |
| K-Powernet (KAMO Fiber)<br>Phillip Fansler<br>PO Box 577<br>Vinita, OK 74301-0577<br>Phone: 918-944-3028<br>Email: <a href="mailto:pfansler@KAMOPower.com">pfansler@KAMOPower.com</a>                                            | None                                     | Fiber            |
| SHO-ME Technologies<br>Jim Salaki<br>301 W Jackson St,<br>Marshfield, MO 65706<br>Phone: 417-701-3793<br>Email: <a href="mailto:jsalaki@shomepower.com">jsalaki@shomepower.com</a>                                               | None                                     | Fiber            |

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| Windstream (Kinetic)<br>Bradley Doyle<br>1705 S Lillian Ave<br>Bolivar, MO 65613<br>Phone: 501-517-1272<br>Email: <a href="mailto:bradley.doyle@windstream.com">bradley.doyle@windstream.com</a> | None | Fiber |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|

4.2 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 damage 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.

4.3 Overhead Primary Electric. Various utilities listed above have overhead lines within the project limits near the contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act, which makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high-voltage line that has not been covered or de-energized. If the contractor requires line cover when working near a primary power line, the contractor shall notify the utility owner a minimum of 14 days prior. The contractor is responsible for any damage to overhead lines caused by their operations. There will be no direct payment for compliance with this specification.

#### H. 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.

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**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](http://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.

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- 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](http://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.

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**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](http://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.).

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**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.

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**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.

#### I. Contractor Furnished Surveying and Staking - SW

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

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

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

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engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

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

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

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

#### J. Access to Commercial Properties

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

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

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

#### K. Permanent Pavement Marking

**1.0 Description.** This work shall consist of furnishing and placing preformed pavement marking tape, as specified, at locations shown on the plans or as approved by the engineer. This 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.** The contractor shall place the preformed pavement marking tape 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 pavement marking tape installation and shall be placed in accordance with manufacturer's recommendations or as approved by the engineer.

**2.1** In addition, 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

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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. To fulfill this requirement, the contractor may have to mobilize in more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent marking with the installation of rumble strips.

**3.0 Basis of Payment.** The accepted quantity of preformed pavement marking tape 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.

#### L. Pavement Marking Log

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing pavement markings prior to coldmilling or resurfacing and installing new pavement markings to match the scheme that was in place prior to the project unless otherwise required in this JSP.

**1.1** For project JSR0028, the contractor shall adhere to the changes in pavement marking, as provided in the plan sheets, in the locations below and will not use logged pavement marking for these sections.

Log Mile 54.387 to Log Mile 54.817  
Log Mile 54.881 to Log Mile 55.885

**2.0 Construction Requirements.** Prior to the start of resurfacing work, the Contractor shall document the color, type, and location of the existing pavement markings, including any change in pavement marking (e.g., solid yellow to intermittent yellow on the centerline) and no passing zones. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing pavement marking information.

**2.1** The existing pavement marking documentation provided by the Contractor shall include the location of existing pavement markings by either station or log mile. The Engineer shall reserve the right to make adjustments to the final pavement marking locations. The Engineer will provide the Contractor with any adjusted locations. Under no circumstances shall the Contractor make adjustments to the location of permanent pavement markings without the Engineer's approval.

**2.2** All permanent pavement markings shall be installed in accordance with Sec 620.

**3.0. Temporary Pavement Marking.** The Contractor shall provide temporary pavement marking in accordance with Sec 620 and Standard Plan 620.10. No compensation will be made to the Contractor for temporary pavement marking.

**4.0 Method of Measurement.** Measurement will be made in accordance with Sec 620.

**5.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the pavement marking (Sec 620) line items in the contract.

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M. Temporary Raised Pavement Markers

**1.0 Description.** The contractor shall provide Temporary Raised Pavement Markers in accordance with Section 620.2.5 and 620.60 in addition to the following.

**2.0 Construction Requirements.**

**2.1** The contractor shall place and maintain Temporary Raised Pavement Markers (TPRM's) on pavement undergoing milling or resurfacing operations in accordance with Section 620.2.5.

**2.2** Any damage or loss of Temporary Raised Pavement Markers due to contractor operations including installation of rumble strips will be replaced at the contractor's expense. Temporary Raised Pavement Markers may be offset to allow for installation of rumble strips as approved by the engineer.

**2.3** The spacing shall be 40' for centerline and edge line on two-way sections with aggregate or paved shoulders 4 feet or less. For shoulders on multilane divided sections or two-way sections with paved shoulders greater than 4 feet wide, the contractor shall space the Temporary Raised Pavement Markers as shown in the Standard Plans.

**2.4** The contractor shall remove the Temporary Raised Pavement Markers after the completion of the permanent pavement marking as approved by the engineer.

**3.0 Basis of Payment.** No direct payment will be made for Temporary Raised Pavement Markers. No direct payment will be made for the removal of Temporary Raised Pavement Markers.

N. 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

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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 202-20.10, Removal of Improvements, per lump sum.

O. Cooperation Between Contractors - SW

**1.0 Description.** This contract is one of several contemplated relative to the overall project. Separate contracts may be let that will be within this contract's area.

**2.0 Construction Requirements.**

**2.1** The work for this project shall be performed in the order necessary to best facilitate the early completion of the combined projects on this improvement. The contractor shall be required to arrange the storage of materials and equipment and perform the construction operations so as not to unduly interfere with the operations of other contractors. This may require the contractor to store equipment and materials off state right of way and make the necessary arrangements for storage sites.

**2.2** Full cooperation of the contractors involved with this improvement in careful and complete coordination of their respective activities in the area will be required. Each contractor involved shall so schedule and conduct work as to avoid unnecessary inconvenience, delay to another and a manner as not to damage work being performed or completed by another. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

**3.0 ADA Project JSR0338 Requirements.**

**3.1** The contractor shall be aware that another contract (designated job number JSR0338) will be administered within the limits of this contract. Job number JSR0338 is an ADA project that will upgrade pedestrian facilities within the city of Clinton. The ADA project has been awarded as of May 6<sup>th</sup>, 2026, with a Notice to Proceed of June 22<sup>nd</sup>, 2026. The completion date of the ADA project is December 14<sup>th</sup>, 2026.

**3.2** The contractor shall coordinate with the JSR0338 contractor to facilitate the construction of the sidewalks, curb ramps, paved approaches, crosswalks, and pavement markings. The contractor shall be advised that new curb ramps will be constructed within the area of resurfacing, and shall coordinate with the ADA contractor to construct the curb ramps so that the compliant tie-ins to the new pavement can be made.

**3.3** The contractor shall coordinate with the ADA contractor to ensure that stop bars, lane line, and other pavement markings match up to the new crosswalks to be installed as a part of the ADA project. Field adjustments to the pavement markings may be required, as crosswalks may

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not be put back in the same place as the existing. All pavement markings for pedestrian facilities shall be installed within five business days of completion of the resurfacing.

#### **4.0 Corridor Improvements Project JSR0059 Requirements.**

4.1 The contractor shall be aware that another contract (designated job number JSR0059) will be administered within the limits of this contract. Job number JSR0059 is a corridor improvements project along MO 32 that will include roadway realignment, turn lane additions, and bridge/culvert replacements in Cedar and Polk Counties. This work will include the addition of a turn lane at the intersection of MO 32 and MO 123 in the city of Fair Play. This project is scheduled to be awarded in fiscal year 2027.

#### **5.0 Bridge Rehabilitation Project JSR0053B Requirements.**

5.1 The contractor shall be aware that another contract (designated job number JSR0053B) will be administered within the limits of this contract. Job number JSR0053B is a bridge rehabilitation project that will include bridge improvements to bridges in Henry and St. Clair Counties. This work will include Bridges A6566 and A6567 along MO 13 over US 54 in the city of Collins. This project is scheduled to be awarded in fiscal year 2027.

**6.0 Method of Measurement.** No measurement will be made.

**7.0 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.

#### **P. Paving Adjacent to Pedestrian Facilities**

**1.0 Description.** Paving operations adjacent to pedestrian facilities including but not limited to concrete curbs, aprons, curb ramps, transition areas, sidewalk, and landings shall be in accordance with applicable portions of Sec 608 & 609 and Missouri Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

**2.0 Construction Requirements.** This work shall include, but is not limited to, coldmilling and paving at existing pedestrian crossings to ensure there is zero elevation difference between the pavement surface and the surface of the pedestrian facility.

**2.1** The contractor shall document these locations, and the locations shall be approved by the engineer prior to beginning paving operations.

**2.2** The contractor shall verify after paving operations that the pavement and pedestrian facility are flush at each location. Final determination and acceptance will be made by the engineer.

**3.0 Method of Measurement.** Measurement of items required to complete all aspects of construction for the above noted items at each location will not be made individually unless specified elsewhere in the contract.

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**4.0 Basis of Payment.** All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for the various bid items included in the contract.

**4.1** No direct payment will be made to satisfy this provision.

Q. Optional Temporary Pavement Marking Paint NJSP-18-07H – JSR0028 and JSR0033

**1.0 Description.** This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with [Sec 620.10.2](#) (4 inch width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2028, as allowed herein. PPMP is defined as Class 1 Pavement Marking Paint and Class 2 Pavement Marking Paint and does not include [Sec 620.20.3](#) Durable Pavement Markings.

**1.1** No application of PPMP shall occur between October 1, 2027 and March 1, 2028, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2027, and weather limitations stated in [Sec 620.20.2.4](#) can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2027, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2028. All PPMP shall be completed prior to June 1, 2028. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.

**1.2 Use of TPMP Prior to October 1.** The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2027, even when there is sufficient time to complete the PPMP prior to October 1, 2027. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.

**1.2.1** The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.

**2.0 Construction Requirements.** TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor's expense and without marring of the pavement surface.

**2.1** Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer's recommendation, or for a period of 12 hours, whichever is greater.

**3.0 Weather Limitations.** All weather limitations specified in [Sec 620](#) for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with [Sec 620.10.6](#), shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP. Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.

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**4.0 Time Exception.** If application of PPMP is to be delayed to the spring of 2028, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.

**4.1** Upon receipt of the time exception request in Section 4.0, the engineer will list “Application of Permanent Pavement Marking Paint” as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time thru June 1, 2028, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June 1, 2028.

**5.0 Method of Measurement.** No final measurement will be made for TPMP.

**6.0 Basis of Payment.** Full payment for TPMP will be made at the contract lump sum price even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.

**6.2** If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

| Item Number | Description                      | Unit |
|-------------|----------------------------------|------|
| 6209901     | TEMPORARY PAVEMENT MARKING PAINT | LS   |

R. Repairing Existing Subgrade – JSR0028

**1.0 Description.** This work shall consist of removing soft spots or unsuitable material from the subgrade if found once the existing pavement is removed.

**2.0 Construction Requirements.** When removing the existing pavement, should any soft spots or unsuitable material exist in the subgrade or aggregate base, the contractor shall excavate the soft or unsuitable material to a depth as directed by the engineer, not to exceed 24 inches deep. The trench shall be backfilled with a rock base material and compacted until further consolidation is not visually evident, by use of a trench roller having a weight of no less than 300 psi of width of rear roller, or by mechanical tampers or other methods approved by the engineer. The subgrade will be proof-rolled with a loaded dumptruck before acceptance.

2.1 The contractor shall repair any areas of the subgrade prior to beginning the new paving operations. If the contractor’s methods of construction cause damage to the existing subgrade, the contractor shall repair these areas at no direct pay. The contractor shall ensure that all repaired areas meet the compaction and rolling requirements listed in this Job Special Provision.

**2.0 Method of Measurement.** Final measurement of repaired subgrade damaged due to the contractors methods of construction will not be made. Final measurement of the repaired subgrade to remove soft spots or unsuitable material, complete in place, will be made to the nearest cubic yard. A Cubic Yard quantity of five percent (5%) of the total final pavement area, 24 inches deep, is included in the contract. These quantities may be overrun or completely underrun, depending on the condition of the subgrade which will be determined after the removal of the existing pavement. Completely underrunning these pay items will not be grounds for compensation for equipment, labor or materials secured in anticipation of performing this work or for loss overhead or profit anticipated with this work.

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**3.0 Basis of Payment.** No payment for repairing subgrade damaged due to the contractors methods of construction will be made. These areas will be repaired at the contractor's expense. Payment for repairing soft or unsuitable subgrade will be considered included in the unit price for Item 304-99.07, Repairing Existing Subgrade, per cubic yard. Payment will be considered full compensation for excavating the soft or unsuitable material, furnishing, placing, and compacting rock base material in the trench.

S. Non-Tracking Tack JSP-24-02A

**1.0 Description.** This work requires application of tack in accordance with [Sec 407](#) and prevention of tack loss from the surface as specified herein. Tack loss prevention shall be accomplished with successful usage of a MoDOT-approved non-tracking tack, or other acceptable non-tracking means, as approved by the engineer.

**2.0 MoDOT-Approved Non-Tracking Tack.** A list of MoDOT-approved non-tracking tack products is available at MoDOT.org under the Materials Qualified List. Upon request from the contractor, the MoDOT Division of Construction & Materials will consider allowance of other non-tracking products. To be approved, the contractor must successfully demonstrate that the proposed product meets the non-tracking requirements specified in Section 3.0. The location of a contractor demonstration will only be allowed in areas approved by the engineer. The engineer will make final determination of product acceptance based on observation of the results of the contractor's demonstration.

**2.1** Products on the Qualified List have demonstrated successful non-tracking performance on previous projects; however, the Commission does not endorse nor guarantee success of any of the listed products. Success is dependent on the contractor choosing a product that can achieve the desired results while also taking into consideration all factors, including, but not limited to, cure time, weather conditions, surface prep, surface type, material properties, and adherence to manufacturer's instructions. The contractor is responsible for monitoring adherence of the tack to the pavement surface and shall cease operations when tack first begins to show signs of not meeting the requirements of Section 3.0. Corrective action shall be made prior to resuming tacking operations.

**3.0 Non-Tracking Requirements.** Non-tracking tack shall remain adhered to the pavement surface when exposed to any wheeled or tracked vehicles. The tack shall not track off the surface within 30 minutes of being applied, and shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the underlying surface becomes visible or void of tack prior to the placement of the hot mix asphalt. The tack shall not track onto any adjacent lanes, pavement markings, driveways, sideroads, etc.

**3.1** The contractor shall be responsible for cleaning all tracked tack from adjacent lanes, driveways, sideroads, etc., and shall replace all pavement markings that become coated with tracked tack. This cleaning and replacement requirement applies to both approved and proposed non-tracking products.

**4.0 Basis of Payment.** Measurement and payment shall be in accordance with [Sec 407](#). The accepted quantity of non-tracking tack coat will be paid for per gallon at the contract unit price for 407-10.07, Tack Coat – Non-Tracking, per gallon. No additional payment will be made for the

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cost to demonstrate proposed products, for cleaning surfaces due to tracking of tack, or for replacement of pavement marking damaged by tracked tack.

T. Contractor Quality Control for Plant Mix Bituminous Surface Leveling NJSP-15-21A – JSR0033 and JSR0487

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

**2.0 Asphalt Plant Requirements.** The contractor shall perform quality control testing in the production of the Surface Leveling Mixture and report the results electronically on MoDOT-provided forms. All reports shall include the Contract ID, Project Number, Route, County, and Job Mix number.

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

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

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

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

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

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

**3.1 Irregularities.** Additional tons of Surface Leveling mix will be provided for irregularities in the existing roadway surface. The tonnage specified for irregularities is an estimated quantity and shall only be placed at locations where it is necessary to fill ruts and other low points. Prior

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to placing the mix, the contractor and engineer shall evaluate the entire route and develop a plan that best utilizes the tonnage needed for irregularities. Any excess quantity of irregularities shall not be placed.

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

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

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

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

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

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

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

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

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

**4.0 Excessive Quantity.** If the contractor places Surface Level mix on any one-mile segment, or any other isolated areas, in excess of plan quantity by 5% or more, without prior approval from the engineer, further investigation may be required to determine if the excess was warranted. If directed by the engineer, the contractor shall core the pavement at locations established by the engineer to determine the amount that was excessive, if any. No payment will be made for the cost to core the pavement or for the tons of Surface Level mix that the engineer determines to be excessive. If the amount of Surface Level mix is determined to be justified, payment will be made for the mix, and for the cost of coring at the fixed price established in Sec 109. Placement of asphalt in excess of plan quantity for two consecutive segments without prior approval from the engineer may result in issuance of an Order Record to stop work.

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

U. Bridge End Transitions – JSR0033 and JSR0487

**1.0 Description.** At all bridge exceptions, the engineer will determine in the field the ending point of the transition. This point will not necessarily be at the bridge end but will be located at a point which provides a smooth transition and approach to the bridge. The limits of all bridge end transitions shall be approved by the engineer before any milling proceeds on these transitions. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

V. Permanent Aggregate Edge Treatment – SW – JSR0033

**1.0 Description.** This work shall consist of furnishing and placing an aggregate material on the shoulders of the resurfaced route in areas indicated in the plans or as directed by the engineer. This work and material shall be in accordance with Section 310 except as follows. The edge treatment shall be at least 2' wide.

**2.0 Material**

**2.1** Aggregate Material utilized for permanent aggregate edge treatment shall be either commercial base or coldmillings. Any material shall be approved by the engineer prior to use.

**2.1.1** Coldmilling material shall be an asphaltic material created by the equipment and operations as defined in Standard Specification 622.10.

**2.1.2** Aggregate material shall be a 1" commercial base.

**3.0 Construction Requirements.** The contractor shall furnish, haul and spread aggregate material or coldmillings to bring the shoulders up to match the overlaid pavement elevation as shown in the typical sections.

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**3.1** Aggregate or coldmillings shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place without prior approval from the engineer. Aggregate material or coldmillings shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

**3.2** Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the engineer.

**3.3** After all placing, shaping, and compactive effort operations are completed, the permanent aggregate edge treatment shall match the overlaid pavement elevation as shown in the typical sections.

**3.4** A prime coat (MC\_-800) in accordance with Section 408, shall be placed on top of all permanent aggregate edge treatment, regardless of material used, at a target rate of 0.25 Gal/SY.

**4.0 Method of Measurement.** Measurement of material furnished for shoulder aggregate shall be dependent upon the material the contractor chooses to use for this work. If the contractor chooses to use a 1" commercial base, measurement will be made per ton and in accordance with Section 310.5.3. If the contractor chooses to use coldmillings, measurement will be made per linear foot. In regards to utilizing coldmillings, the Contractor is hereby being informed that it shall be their responsibility to review the existing slopes on the project and ensure there is sufficient material to install new slopes in accordance with the specifications and plans. Measurement for all prime (MC\_-800) will be in accordance with Section 408.5

## **5.0 Basis of Payment.**

**5.1** The bid item for the shoulder material is for the 1" commercial base option. The accepted quantities of permanent aggregate edge treatment will be paid for at the contract unit price for PERMANENT AGGREGATE EDGE TREATMENT, pay item 304-99.10 per ton, including all labor, equipment, and material costs required to fulfill the requirements of the special provision

**5.1.1** Should the contractor choose to construct the permanent aggregate edge treatment with coldmillings, notification must be given to the engineer in advance of the work so that a change order can be issued to facilitate payment of the permanent aggregate edge treatment with a contingent item as specified herein.

**5.1.2** For the coldmilling option, a zero-cost change order will be issued to zero out the tonnage of permanent aggregate edge treatment so that it can be converted to a linear foot quantity pay item. A contingent item for the permanent aggregate edge treatment paid by the linear foot will be added to the change order. The linear footage added to the contract shall be double the centerline miles of the project. A unit price for the permanent aggregate edge treatment, coldmilling option, will be determined by multiplying the original permanent aggregate edge treatment unit bid price and the tonnage included in the contract, then dividing by double the centerline miles of the project.

**5.2** The prime coat (MC\_-800) shall be paid for at the contract unit price for PRIME-LIQUID ASPHALT MC\_-800, pay item 408-10.18 per gallon, regardless of the material used to construct the edge treatment.

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W. Culvert Location – JSR0033

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing crossroad culverts prior to conducting grading operations or placement of permanent aggregate edge treatment.

**2.0 Construction Requirements.** Prior to the start of grading or edge treatment work, the Contractor shall document the location of the existing crossroad culverts. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing culvert location.

**2.1** The documentation provided by the Contractor shall include the location of existing crossroad culverts by either station or log mile. Under no circumstances shall the Contractor begin grading or edge treatment work without the Engineer's approval.

**2.2** The location of each crossroad culvert shall be indicated with a lathe or other identifier that can be seen during contractor operations.

**2.3** The contractor shall exercise reasonable care in the locations of the crossroad culverts and all driveway culverts to ensure that grading or edge treatment operations do not result in the blockage of the culvert.

**2.4** The contractor as directed by the engineer shall remove any material from all culverts that was placed by grading or edge treatment operations.

**3.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by line items in the contract.

X. Gravel A or Crushed Stone B – JSR0033

**1.0 Description.** This work shall consist of furnishing and placing gravel or crushed stone surfacing for transitions at aggregate side roads and entrances upon completion of overlay and shoulder work. This work and material shall be in accordance with Section 310 except as follows.

**2.0 Construction Requirements.** The contractor shall furnish, haul and spread gravel or crushed stone surfacing to smooth up the transitions and eliminate any edge drop offs created at aggregate side roads and entrances created from the construction of shoulders as approved by the engineer.

**3.0 Method of Measurement.** Measurement of material furnished for gravel or crushed stone will be made in accordance with Section 310.5.3, excluding any deductions for moisture.

**4.0 Basis of Payment.** The accepted quantities of gravel or crushed stone will be paid for at the contract unit price, including all labor, equipment, and material costs required to fulfill the requirements of the special provision.

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Y. Clean Water Act Requirements – JSR0033

**1.0 Description.** The Contractor shall be aware that any work within streams, wetlands, or special aquatic sites requires a Section 404 permit from the Corps of Engineers.

**2.0** The project meets the conditions of the following listed permits with no pre-construction notification to the Corps of Engineers:

Section 404 Nationwide Permit 13 (Bank Stabilization)

**3.0** The Contractor shall abide by all general conditions of Section 404 and 401 Permits, and specific conditions of the following listed Nationwide Permit found in the General Provisions and Supplemental Specifications to the current Missouri Standard Specifications for Highway Construction referenced in this contract.

Section 404 Nationwide Permit 13 (Bank Stabilization)

**3.1** If there are any changes to the scope or limits to the project, the Contractor must notify the Engineer who will then notify the MoDOT Environmental Section to verify that the project still meets permit conditions.

**3.2** No additional time will be added to the contract for the contractor to obtain any permits.

**4.0 Basis of Payment.** There will be no direct payment for compliance with this provision.

Z. Sensitive Streams Or Waterbodies Near Project Area – JSR0033

**1.0 Description.** The project crosses, or is in the vicinity of, a sensitive stream or watershed. Waterbodies within and near the project area may serve as habitat for federal and state listed sensitive species. To avoid any negative impacts to these species and their habitats, water quality shall be protected from construction impacts.

**1.1** The contractor shall prevent any debris and materials from construction activities from entering streams and other waterbodies. If debris or materials do enter waterbodies, and if deemed necessary by the engineer or MoDOT's environmental personnel, it shall be removed as directed by the engineer at the contractor's expense.

**2.0 Basis of Payment.** No direct payment will be made for any expense incurred by the contractor by reason of compliance with the specific requirements of the provision, including any delay, inconvenience, or extra work except for those items for which payment is included in the contract.

AA. Priority Water Notification – JSR0033

**1.0 Description.** The project crosses a designated Priority Water. Waterbodies within and near the project area may serve as habitat for federal and state listed sensitive species. To avoid any negative impacts to these species and their habitats, water quality shall be protected from construction impacts.

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**1.2** The contractor shall prevent any debris and materials from construction activities from entering streams and other waterbodies. If debris or materials do enter waterbodies, and if deemed necessary by the engineer or MoDOT's environmental personnel, it shall be removed as directed by the engineer at the contractor's expense.

**2.0 Basis of Payment.** No direct payment will be made for any expense incurred by the contractor by reason of compliance with the specific requirements of the provision, including any delay, inconvenience, or extra work except for those items for which payment is included in the contract.

**BB. Rumble Strip**

**1.0 Description.** This work shall consist of constructing rumble strips as shown on the plans or as approved by the engineer.

**2.0 Construction Requirements.** Rumble strips shall be placed in accordance with Section 626. In addition, on roadways open to traffic, rumble strips 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. To fulfill this requirement, the contractor may have to mobilize in more than once for the installation of rumble strips.

**2.1** On divided highways, the edge line rumble strip shall be installed as shown in the plans or per the Standard Plans.

**2.2** On two-way roads, the edge line rumble strip shall be installed to maintain 21' preferred/20' absolute minimum between each edge line rumble. If the contract includes a centerline rumble in addition to the edge line rumble, the contractor shall only install the centerline rumble if 10.5' lane can be maintained between the edge of the centerline rumble and edge line rumble or as approved by the engineer. If this minimum distance cannot be achieved, the centerline rumbles may be underrun as approved by the engineer.

**2.3** On two-way roads with existing 2' shoulders or include construction of new 2' shoulders, the edgeline rumble strip shall stop and start 25' to each side of the intersecting road or entrance unless otherwise approved by the engineer.

**3.0 Basis of Payment.** The accepted quantity of rumble strips will be paid at the contract unit price. Payment will be considered full compensation for all labor, equipment, and material necessary to complete the described work, including mobilizing, loading, hauling, stockpiling and disposal of milled material; and any other incidental items.

**CC. Missouri & Northern Arkansas Railroad Requirements – JSR0028**

**1.0 Introduction.**

**1.1** These Railroad Requirements set forth terms and conditions agreed between the Missouri & Northern Arkansas Railroad Company, Inc. (Railroad) and the Missouri Highways and Transportation Commission (Commission), under which Railroad will allow the Commission's

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contractors to enter in and upon Railroad's real property, right of way, tracks and other facilities (Railroad's Property) to perform the contractor's work relating to this project.

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

**1.3** The project is located on the MNA Clinton Subdivision, at Mile Post 266.56, DOT# 411265M in Clinton, MO.

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

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

## **2.0 Authority of Railroad Representative and Engineer.**

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

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

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

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

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

**3.0 Contractor's Indemnity Obligations to the Railroad.** The contractor agrees to indemnify, defend and hold harmless the Railroad from and against any injury or death of persons whomsoever, or from any loss or damage to the Railroad's Property, caused by acts or omissions of the contractor in performing work on this project, whether on, over, under or in the vicinity of the Railroad's Property as more specifically detailed in the Right of Entry Agreement referenced in Section 4.5 below. In the event the contractor shall fail to restore the Railroad's Property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's Property is called to the contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the contractor. In addition to such remedies of the Railroad, the Commission will withhold from final payment due to the contractor the amount

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reasonably necessary to reimburse the Railroad for such loss or damage or for performing such work. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's Property.

**4.0 Notice of Starting Work.** The contractor shall not commence any work on the Railroad's right of way until contractor has complied with the following conditions:

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

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

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

**4.4** The contractor's employees, representatives or agents who are regularly assigned to perform work on the Railroad's Property have been certified as having completed the Internet Safety Orientation available at <https://railpros.com/training/> where contractor needs to complete the course. This certification shall be renewed annually. In addition the contractor shall require that every employee, representative or agent who is not regularly assigned to perform work on the Railroad's Property has received appropriate safety training before performing any work on the Railroad's property. The cost of the Internet Safety Orientation, which is subject to change, is currently \$75 per person per year.

**4.5 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. The application for Right of Entry Agreement can be found at the following address:

<http://www.gwrr.com/real-estate/accessing-property/>

**4.5.1** The applicant must submit the completed application to the Real Estate Department including a check or money order, to cover the non-refundable fee of \$1,750 made payable to the Railroad. The application must include railroad milepost, railroad subdivision, and scope of work.

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

**5.0 Interference with Railroad's Operations.**

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

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

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

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

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

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

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

**6.3.** Receive permission from the Railroad Representative to proceed with the work, as provided in section 4.0.

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

## **7.0 Construction Procedures.**

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

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

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

## **9.0 Storage of Materials and Equipment.**

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

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

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

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

## **12.0 Flagging Services.**

**12.1 When Flagging is Required.** The Railroad has sole authority to determine the need for flagging to protect the Railroad's operations. Whenever the Railroad requires flagging services with reference to any of the contractor's work on this project, the contractor shall not perform any such work until all required flaggers are present at the job site.

**12.1.1** In general, the Railroad may require flagging services whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's Property, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the

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movement of trains must be controlled by flagging, to prevent unreasonable risks of accidental hazard to the Railroad's operations or personnel.

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

## **12.2 Scheduling and Notification of Flagging Services.**

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

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

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

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

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

**12.2.5** After the contractor has begun work that requires flagging services, the contractor shall give not less than five (5) day's advance written notice to the Railroad before discontinuing flagging services and terminating the obligation to pay for flagging services. The contractor shall simultaneously provide a copy of this notice to the Engineer. If the contractor's work on or adjacent to the Railroad's Property is suspended at any time, or for any reason, then before the contractor resumes any work on or adjacent to the Railroad's Property, the contractor shall give

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advance, written notice to the Railroad and to the Engineer of its intent to resume such work. This notice shall provide sufficient details of the contractor's proposed work to enable the Railroad Representative to determine whether flagging services will be required before the contractor resumes its work on or adjacent to the Railroad's Property. The contractor shall give this required notice at least three (3) working days' before it intends to resume such work; however, the Railroad may take up to thirty (30) days after the contractor has given this notice before resuming flagging services at the job site. The requirements of this paragraph 12.2.5 shall not apply if the suspension and resumption of the contractor's work were previously scheduled with the Railroad pursuant to paragraph 12.2.2 of these Railroad Requirements, or the suspension was caused by an emergency as provided in paragraph 12.2.6 of these Railroad Requirements.

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

### **12.3 Payment for Flagging Services.**

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

**12.3.2** The estimated cost of flagging services is approximately \$1,450 per day, based on an 10-hour work day and a 40-hour work week. The Railroad shall charge not more than its actual cost of providing these flagging services, which includes the base pay for the flagger or flaggers who actually performed the required flagging services, the Railroad's reasonable overhead costs, and the reasonable costs actually incurred for the flagger's travel expenses, meals and lodging if required. The Railroad may charge a maximum of one-hour travel time each way per day per flagger, for travel to and from the job site. A flagger's work in excess of 10 hours per day or 40 hours per week, but not more than 12 hours per day, will result in a pay rate of \$250 per hour after 10 hours. If a flagger performs required flagging services on a holiday, then the pay rate shall be \$250 per hour for all hours worked on the holiday. The Commission also shall reimburse the Railroad for its actual expenses reasonably incurred in preparing and handling invoices to the Commission for the cost of these flagging services. The Railroad's charges to the Commission shall be in accordance with applicable provisions of the Federal Aid Policy Guide issued by the Federal Highway Administration, including all current amendments.

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

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

**12.4 Flagging Complaints.** The contractor and the Railroad shall attempt to resolve any complaints concerning flagging services in a timely manner. If the contractor disputes the need for a flagger, the contractor shall notify the Railroad Engineer and the Engineer. The contractor

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shall confirm any verbal complaints in writing within five (5) working days, by sending a copy to the Railroad Representative and to the Engineer.

### **13.0 Temporary Construction Grade Crossing.**

**13.1** When the contractor has no reasonable alternate method of transporting construction materials and personnel across the Railroad's track, the contractor shall make all necessary arrangements with the Railroad for the installation, maintenance and removal of one temporary grade crossing for a construction haul road including, without limitation, entering into Railroad's then current form of Temporary Private Grade Crossing Agreement. The contractor shall bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by the Railroad's personnel. The contractor shall execute the Railroad's standard Road Crossing Agreement covering terms and conditions for the temporary crossing.

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

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

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

**15.1** Any work the Railroad performs.

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

**15.3** Any delays due to compliance with these Railroad Requirements.

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

### **17.0 Insurance.**

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**17.1 General Insurance Provisions.** The contractor shall, at its sole cost and expense, procure and continuously maintain in force during this project, the insurance coverage required under this section 17 until the contractor has completed all project work on the Railroad's Property, has removed all equipment and materials from the Railroad's Property, and has cleaned and restored the Railroad's Property to the satisfaction of the Engineer and the Railroad Representative. The amount of work to be performed upon, over or under the Railroad's Property is estimated to be one percent (1%) of the contractor's total bid for the project.

**17.2 Commercial General Liability Insurance.** The contractor shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$2,000,000 for each occurrence and an aggregate limit of not less than \$6,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "**Missouri & Northern Arkansas Railroad Company Property**" as the Designated Job Site.

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

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

**17.6 Railroad Protective Liability Insurance.** The contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate limit of \$6,000,000. Before commencing any work on the Railroad's Property, the contractor shall submit the original insurance policy to the Railroad, or may submit a binder stating that the required Railroad Protective Liability policy is in place until the contractor delivers the original policy to the Railroad. The contractor shall cause the Railroad Protective Liability Insurance policy to include a description of the named insured, the work, and the job site, as follows:

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

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

Resurfacing (mill/fill) up to crossing on both sides.  
 Job No. JSR0028 in Clinton on MO 18  
 DOT# 411265M MNA Clinton Sub, Mile Post 266.56 in Clinton, MO.

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

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

**17.9 Other Insurance Requirements.**

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

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

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

**17.9.4** Prior to commencing any work on the Railroad's Property, the contractor shall furnish the Railroad with one or more certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Section 17.

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

**17.9.6** The fact that insurance is obtained by the contractor or by the Railroad on behalf of the contractor will not be deemed to release or diminish the liability of the contractor, including, without limitation, liability under the indemnity provisions contained in Section 3.0 of these Railroad

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Requirements. Damages recoverable by the Railroad from the contractor or any third party will not be limited by the amount of the required insurance coverage, except to the extent of any payments the Railroad has received pursuant to insurance coverage obtained and paid for by the contractor.

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

Railroad

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

Commission

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

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

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

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

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

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

**20.0 Payment for Cost of Compliance.** The contractor is not entitled to any separate payment for any extra cost it may incur on account of compliance with these Railroad Requirements. The contractor shall include all such costs in the contract unit price for items properly authorized in the contract.