Job No.: JST0183
Route: B, C, C
County: Bates, St. Clair, Vernon

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

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

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Job No.: JST0183
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County: Bates, St. Clair, Vernon



THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 W. CAPITOL AVE.
JEFFERSON CITY, MO 65102
Phone 1-888-275-6636

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

JOB NUMBER: JST0183
BATES, ST. CLAIR, VERNON COUNTY, MO
DATE PREPARED: 9/16/2026

ADDENDUM DATE:

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

Job No.: JST0183
Route: B, C, C
County: Bates, St. Clair, Vernon

JOB
SPECIAL PROVISION

A. General – State JSP-09-03M

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

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

State Wage Rates

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org 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.

Notice to Proceed: March 1, 2027
Contract Completion Date: November 1, 2027

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

Project	Calendar Days	Daily Road User Cost
JST0183	92	$1800

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **$1,500** 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.

2.0 Traffic Management Schedule.

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

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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.

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

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

D. Emergency Provisions and Incident Management - 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 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 D: 417-895-6868 Missouri Highway Patrol – Troop A: 816-622-0800	
MoDOT Customer Service: 417-895-7600	
Bates County Sheriff (660) 679-3232	Bates County Office of Emergency Management (660) 200-2034
St. Clair County Sheriff (417) 646-2565	St. Clair County Office of Emergency Management (417) 646-2419
Vernon County Sheriff (417) 283-4400	Vernon County Office of Emergency Management (417) 448-9292
Rich Hill Fire Department (417) 395-2222	Rich Hill Police Department (660) 679-6131
Walker Rural Fire Department (417) 465-2230	Vernon County Ambulance (417) 667-5079
Rockville Fire Department (660) 598-4000	Butler Police Department (660) 679-6131
Amoret Fire Department (660) 925-3206	Butler Fire Department (660) 679-6131

Emergency Only Numbers
911 *55 cell phone – Missouri Highway Patrol 417-864-1160 – MoDOT Incident Management Coordinator 573-508-6907 – MoDOT Hazardous Waste Specialist – Ethan Musick

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.

Shannon Kellner, Project Contact
Southwest District
1057 E. Gaines Dr.
Clinton, MO 64735

Telephone Number:417-880-8046
Email: Shannon.Kellner@modot.mo.gov

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

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

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

James Howell, Assistant to the Resident Engineer
Southwest District
1057 E. Gaines Dr.
Clinton, MO 64735

Telephone Number:417-908-6680
Email: James.Howell@modot.mo.gov

F. Project Details and Quantities – Bates/St. Clair County Route B (Base)

1.0 Description. This project consists of applying a plant mix bituminous pavement (surface leveling) as described here in. The project limits are from Log Mile 0.097 to 20.217. The total length of pavement limits are 20.120 miles with a total average lane width of 10.5 feet. Pavement will not be placed at the following exception locations listed below:



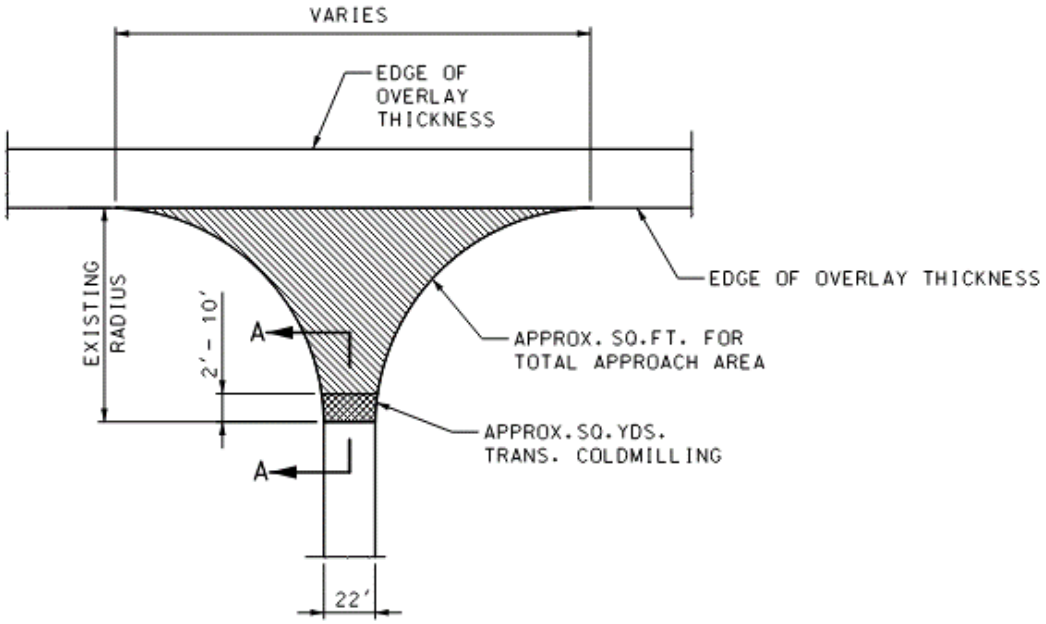
EXCEPTIONS			
APPROX. LOG MILE		LENGTH	
FROM	TO	(FT)	COMMENTS/BRIDGE NUMBERS
1.827	1.841	73.92	A8494
2.243	2.332	469.92	A9113
4.007	4.059	274.56	A9115
5.957	5.973	84.48	A8264
11.041	11.060	100.320	A8611
13.686	13.749	332.64	A3906
14.006	14.071	343.20	A3907
15.727	15.737	52.80	RR 411201B
	TOTAL	1731.84	

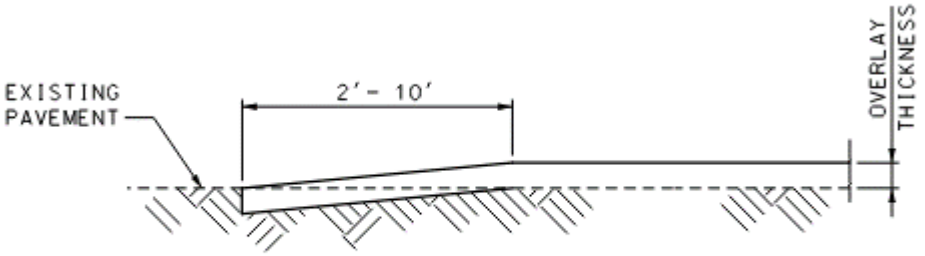
2.0 Mix and Pavement Transitions.

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

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

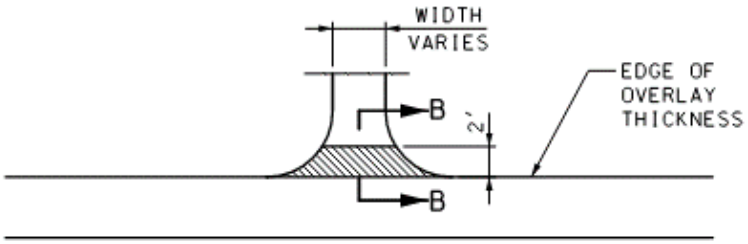
2.3 Coldmilling and pavement tapers at intersecting state routes will vary. See quantities for the approximate paved approach and coldmilling areas (see transition area details below).

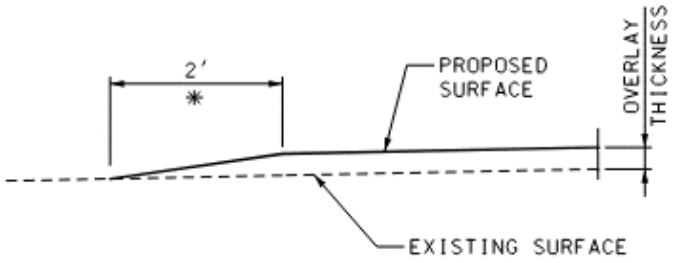




SECTION A-A
TYPICAL STATE ROUTE JUNCTION
(COLDMILLED TRANSITION)

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





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

3.0 Pavement and Coldmilling Quantities.

3.1 Pavement quantities are as follows:

BITUMINOUS PAVEMENT MIXTURE PG64-22 1" SURFACE LEVELING							
APPROX. LOG MILE				AVERAGE	1.994 TON/CY	.08 GAL/SY	
			LENGTH	WIDTH	QUANTITY	TACK COAT	
FROM	TO	ROUTE	(MI)	(FT)	(TONS)	(GAL)	REMARKS
0.097	0.859	B	0.762	22	542.56	786.8	START OF PROJECT
0.859	1.827	B	0.968	21	657.91	954.1	START OF PROJECT TO A8494
1.841	2.243	B	0.402	21	273.22	396.2	A8494 TO A9113
2.332	4.007	B	1.675	21	1138.43	1650.9	A9113 TO A9115
4.059	5.957	B	1.898	21	1290.00	1870.7	A9115 TOA8264
5.973	11.041	B	5.068	21	3444.52	4995.0	A8264 TO A8611
11.060	13.686	B	2.626	21	1784.79	2588.2	A8611 TO A3906
13.749	14.006	B	0.257	21	174.67	253.3	A3907 TO A3907
14.071	15.727	B	1.656	21	1125.52	1632.2	A3907 TO RR 411201B
15.737	20.217	B	4.48	21	3044.88	4415.5	RR TO END OF PROJECT
					1347.65		10% IRREGULARITIES
				TOTAL	14,824.15	19542.8	
				USE	14,824.2	19543	

3.2 Coldmilling Quantities are as follows:

MODIFIED COLDMILLING (DEPTH TANSITIONS)						
APPROX. LOG MILE			LENGTH	AVERAGE WIDTH	QUANTITY	
FROM	TO	ROUTE	(FT)	(FT)	(SY)	REMARKS
0.097	0.116	B	100	22	244.4	START OF PROJECT
1.808	1.827	B	100	21	233.3	A8494
1.841	1.860	B	100	21	233.3	A8494
2.224	2.243	B	100	21	233.3	A9113
2.332	2.351	B	100	21	233.3	A9113
3.988	4.007	B	100	21	233.3	A9115
4.059	4.078	B	100	21	233.3	A9115
5.938	5.957	B	100	21	233.3	A8264
5.973	5.992	B	100	21	233.3	A8264
11.022	11.041	B	100	21	233.3	A8611
11.060	11.079	B	100	12	133.3	A8611
13.667	13.686	B	100	21	233.3	A3906
13.749	13.768	B	100	21	233.3	A3906
13.987	14.006	B	100	21	233.3	A3907
14.071	14.090	B	100	21	233.3	A3907
15.708	15.727	B	100	21	233.3	RR 411201B
15.373	15.392	B	100	21	233.3	RR 411201B
17.428	17.447	B	100	21	233.3	R0395
17.471	17.490	B	100	21	233.3	R0395
20.198	20.217	B	100	21	233.3	END OF PROJECT
				TOTAL	4,577.7	
				USE	4,578	

COLDMILLING (3 IN. THICK OR LESS)						
APPROX. LOG MILE			LENGTH	AVERAGE WIDTH	QUANTITY	
FROM	TO	ROUTE	(FT)	(FT)	(SY)	REMARKS
17.447	17.471	B	126.72	22	309.8	1" MILL R0395
				TOTAL	309.8	
				USE	310	

4.0 Temporary Traffic Control Plans. See Standard Plans 616.20 for standard temporary traffic control requirements.

4.1 Construction signs and channelizers are as follows:

CONSTRUCTION SIGNING AND CHANNELIZERS						
SIGN NO.	SIGN	SIZE (IN.)	AREA (FT.2)	QTY.	TOTAL AREA ($FT.^2$)	DESCRIPTION
1*	GO20-1	60 X 24	10	2	20	ROAD WORK NEXT XX MILES & XX MILES
2**	WO20-1	48 X 48	16	14	224	ROAD WORK AHEAD
7	WO20-4	48 X 48	16	2	32	ONE LANE ROAD AHEAD
8	WO20-7a	48 X 48	16	12	192	FLAGGER (SYMBOL)
26	GO20-2	48 X 24	8	2	16	END ROAD WORK
35	WO8-12	48 X 48	16	12	192	NO CENTER LINE
36	WO8-11	48 X 48	16	18	288	UNEVEN LANES
53	GO20-4	36 X 18	4.5	6	27	PILOT CAR FOLLOW ME
58	GO20-4a	42 X 30	8.75	2	17.5	PILOT CAR IN USE WAIT & FOLLOW
58	GO20-4a	18 X 12	1.5	6	9	PILOT CAR IN USE WAIT & FOLLOW
59	CONST-8	48 X 36	12	2	24	WORK ZONE NO PHONE ZONE
	GO22-1	21 X 15	2.19	2	4.38	WET PAINT (ARROW PIVOTS)
				TOTAL	1045.88	CONSTRUCTION SIGNS
				USE	1046	CONSTRUCTION SIGNS (ITEM NO. 616-10.05)
				USE	10	CHANNELIZERS (TRIM-LINE) (ITEM NO. 616-10.25)
* - IF LESS THAN TWO (2) MILES, DELETE SIGN NO. 1.						
** - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY THE ENGINEER.						
REFER TO STANDARD PLANS 616.10 AND 903.03 FOR SIGN AND SIGN MOUNTING REQUIREMENTS.						

4.2 Other Traffic Control Devices and Mobilization are as follows (not included in lump sum traffic control):

ITEM NO.	QTY.	DESCRIPTION
616-10.99	3	CHANGEABLE MESSAGE SIGN (CMS)
618-10.00	1 LUMP SUM	MOBILIZATION

5.0 Pavement Marking. Pavement marking quantities are as follows:

CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)							
APPROX. LOG MILE			LENGTH	4" SOLID YELLOW	4" SOLID	24" PREFORMED	RAILROAD CROSSING MARKING
FROM	TO	ROUTE	(FT)	(LF)	WHITE (LF)	PLASTIC (LF)	(EA)
0.097	15.727	B	82526.4	165052.8	165052.8		
15.579		B					1.0
15.719		B				10.5	
15.737	20.217	B	23654.4	47308.8	47308.8		
15.739		B				10.5	
15.859		B					1.0
			TOTAL	212,361.6	212,361.6	21.0	2.0
			USE	212,362	212,362	21	2
NOTE: TEMPORARY AND PERMANENT PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH 620.10.							

6.0 Permanent Aggregate Edge Treatment. Permanent aggregate edge treatment quantities are as follows:

PERMANENT AGGREGATE EDGE TREATMENT						
APPROX. LOG MILE			LENGTH	AGGR 200 TONS/MI	PRIME MC800 590 GAL/MI	
FROM	TO	ROUTE	(MI)	(TONS)	(GAL)	REMARKS
0.097	1.827	B	1.73	346.00	1020.7	
1.841	2.243	B	0.402	80.40	237.2	
2.332	4.007	B	1.675	335.00	988.3	
4.059	5.957	B	1.898	379.60	1119.8	
5.973	9.286	B	3.313	662.60	1954.7	
9.299	11.041	B	1.742	348.40	1027.8	
11.060	13.868	B	2.808	561.60	1656.7	
13.749	14.006	B	0.257	51.40	151.6	
14.071	15.727	B	1.656	331.20	977.0	
15.737	17.447	B	1.71	342.00	1008.9	
17.471	20.217	B	2.746	549.20	1620.1	
			TOTAL	3,987.40	11762.8	
			USE	3,987.4	11763	

7.0 Gravel (A) or Crushed Stone (B) . Gravel (A) or Crushed Stone (B) quantities are as follows:

ITEM NO.	# OF AGGR ENTRANCES (4 TONS EACH)	# OF AGGR COUNTY ROADS (6 TONS EACH)	TOTAL QTY. (TONS)	DESCRIPTION
310-50.02	85	20	460	GRAVEL (A) OR CRUSHED STONE (B)

8.0 MGS Guardrail. MGS Guardrail quantities are as follows:

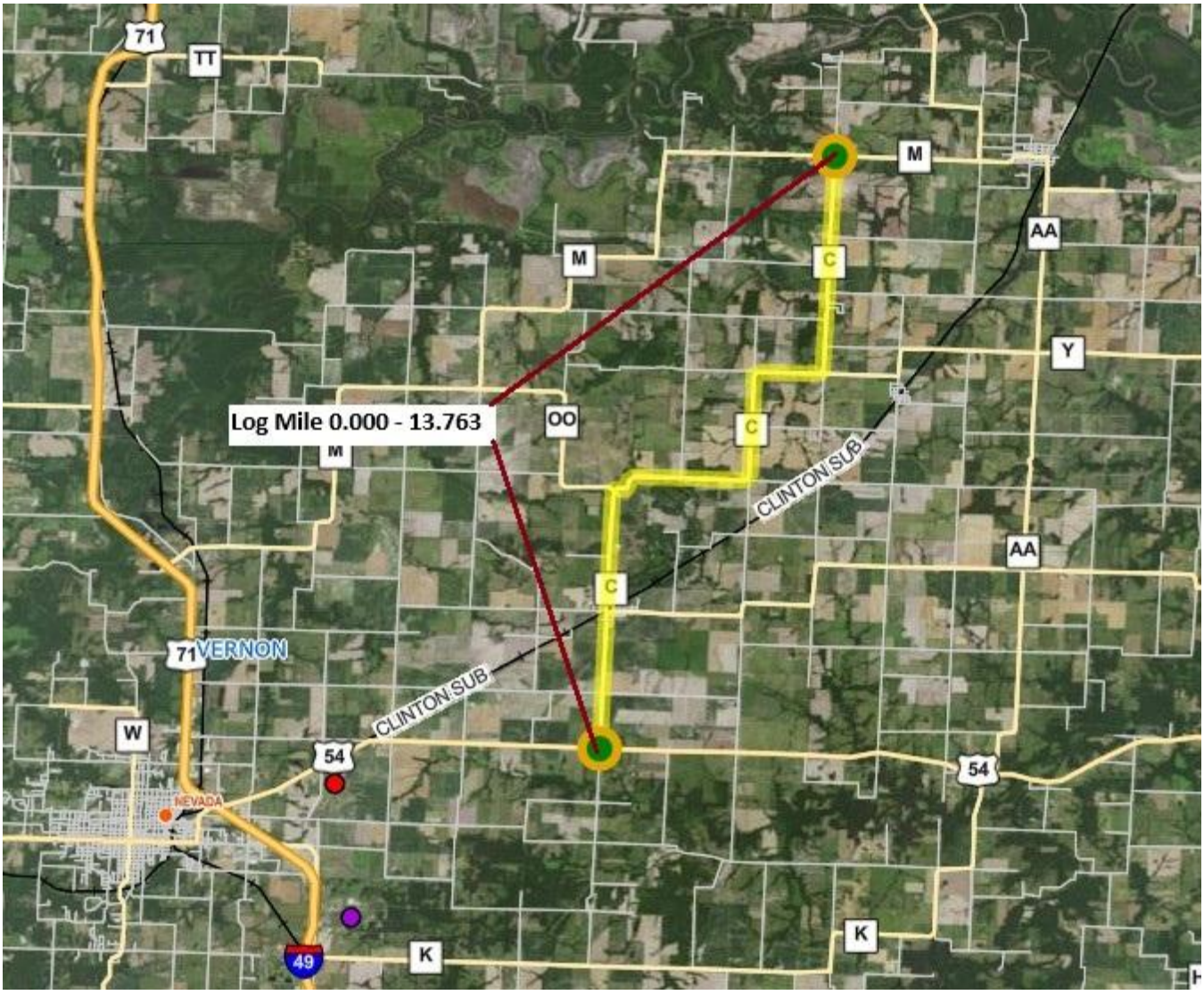
MGS GUARDRAIL								
APPROX. LOG MILE					MGS BRIDGE	MASH	SHAPING	
FROM	TO	ROUTE	LOC	LENGTH (FT)	APPROACH SECTION	CRASHWORTHY END TERMINAL	SLOPES CL. III (100FT)	REMARKS
17.439	17.447	B	LT	45.0	1	1	0.5	R0395
17.471	17.479	B	RT	45.0	1	1	0.5	R0395
17.439	17.447	B	LT	45.0	1	1	0.5	R0395
17.471	17.479	B	RT	45.0	1	1	0.5	R0395
			TOTAL	180.0	4.0	4.0	2.0	
			USE	180	4	4	2	

9.0 Removal of Improvements. Removal of Improvements quantities are as follows:

REMOVAL OF IMPROVEMENT						
APPROX. LOG MILE						
FROM	TO	ROUTE	LOCATION	DESCRIPTION	QUANTITY	REMARKS
17.439	17.447	B		GUARDRAIL	1	R0395
17.439	17.447	B		OBJECT MARKERS	3	R0395
17.471	17.479	B		GUARDRAIL	1	R0395
17.471	17.479	B		OBJECT MARKERS	3	R0395
17.439	17.447	B		GUARDRAIL	1	R0395
17.439	17.447	B		OBJECT MARKERS	3	R0395
17.471	17.479	B		GUARDRAIL	1	R0395
17.471	17.479	B		OBJECT MARKERS	3	R0395
			USE (LUMP SUM)		1	

G. Project Details and Quantities – Vernon County Route C (Base)

1.0 Description. This project consists of applying a plant mix bituminous pavement (surface leveling) as described here in. The project limits are from Log Mile 0.000 to 13.763. The total length of pavement limits are 13.763 miles with a total average lane width of 10 feet. Pavement will not be placed at the following exception locations listed below:

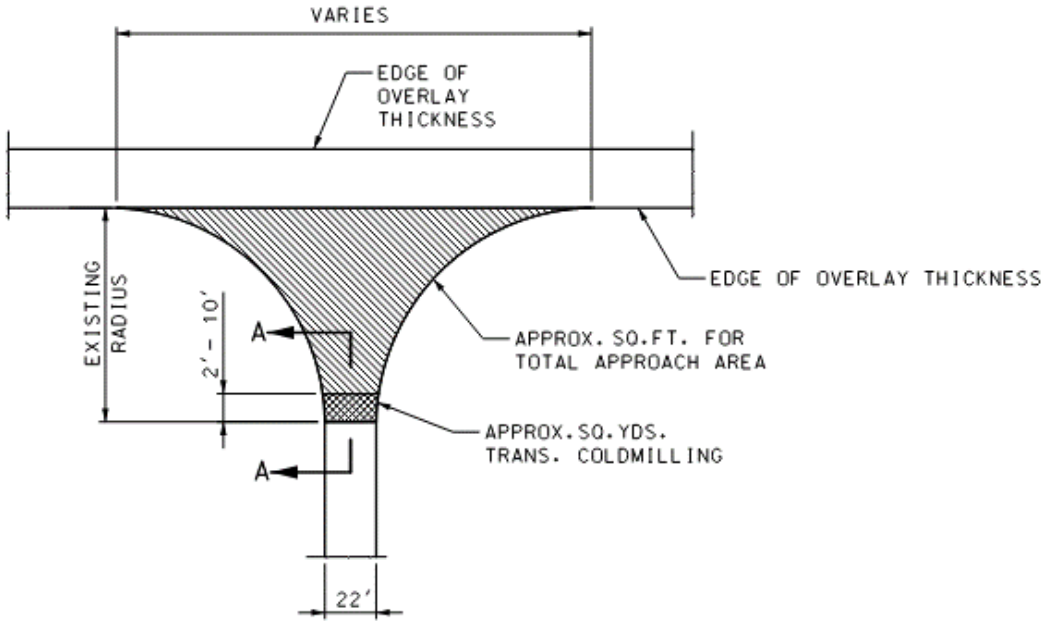


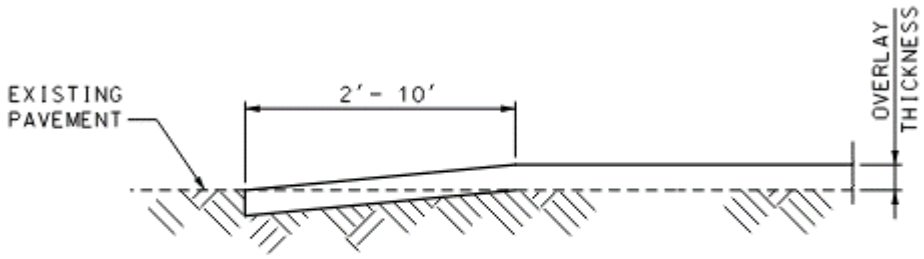
2.0 Mix and Pavement Transitions.

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

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

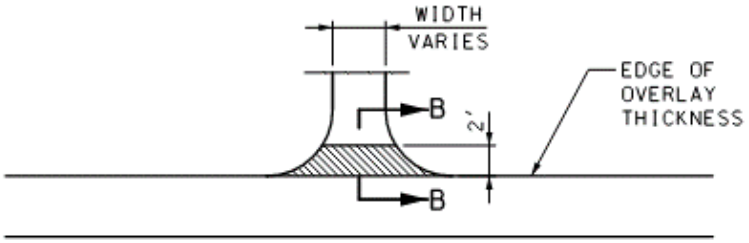
2.3 Coldmilling and pavement tapers at intersecting state routes will vary. See quantities for the approximate paved approach and coldmilling areas (see transition area details below).

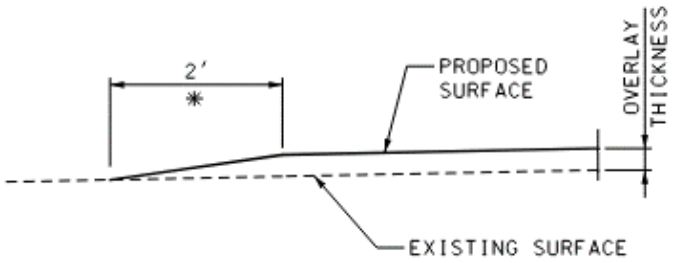




SECTION A-A
TYPICAL STATE ROUTE JUNCTION
(COLDMILLED TRANSITION)

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





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

3.0 Pavement and Coldmilling Quantities.

3.1 Pavement quantities are as follows:

BITUMINOUS PAVEMENT MIXTURE PG64-22 1" SURFACE LEVELING							
APPROX. LOG MILE		ROUTE	LENGTH (MI)	AVERAGE WIDTH (FT)	1.969 TON/CY QUANTITY (TONS)	.08 GAL/SY TACK COAT (GAL)	REMARKS
FROM	TO						
0.000	11.219	C	11.219	20	7170.97	10530.9	START OF PROJECT TO RAILROAD
11.223	11.231	C	0.008	20	5.11	7.5	BETWEEN RAILROAD
11.235	13.763	C	2.528	20	1615.85	2373.0	RAILROAD TO END OF PROJECT
					879.19		10% IRREGULARITIES
				TOTAL	9,671.12	12911.4	
				USE	9,671.1	12911	

3.2 Coldmilling Quantities are as follows:

MODIFIED COLDMILLING (DEPTH TANSITIONS)						
APPROX. LOG MILE		ROUTE	LENGTH (FT)	AVERAGE WIDTH (FT)	QUANTITY (SY)	REMARKS
FROM	TO					
0.000	0.019	C	100	20	222.2	START OF PROJECT
11.200	11.219	C	100	20	222.2	TRANSITION TO RAILROAD
11.235	11.254	C	100	20	222.2	TRANSITION FROM RAILROAD
13.744	13.763	C	100	20	222.2	END OF PROJECT
				TOTAL	888.9	
				USE	889	

COLDMILLING (3 IN. THICK OR LESS)						
APPROX. LOG MILE		ROUTE	LENGTH (FT)	AVERAGE WIDTH (FT)	QUANTITY (SY)	REMARKS
FROM	TO					
11.223	11.231	C	45	20	100.0	1" MILL BETWEEN RR TRACKS
				TOTAL	100.0	
				USE	100	

4.0 Temporary Traffic Control Plans. See Standard Plans 616.20 for standard temporary traffic control requirements.

4.1 Construction signs and channelizers are as follows:

CONSTRUCTION SIGNING AND CHANNELIZERS						
SIGN NO.	SIGN	SIZE (IN.)	AREA (FT.2)	QTY.	TOTAL AREA ($FT.^2$)	DESCRIPTION
1*	GO20-1	60 X 24	10	2	20	ROAD WORK NEXT XX MILES & XX MILES
2**	WO20-1	48 X 48	16	14	224	ROAD WORK AHEAD
7	WO20-4	48 X 48	16	4	64	ONE LANE ROAD AHEAD
8	WO20-7a	48 X 48	16	12	192	FLAGGER (SYMBOL)
26	GO20-2	48 X 24	8	2	16	END ROAD WORK
35	WO8-12	48 X 48	16	12	192	NO CENTER LINE
36	WO8-11	48 X 48	16	12	192	UNEVEN LANES
53	GO20-4	36 X 18	4.5	6	27	PILOT CAR FOLLOW ME
58	GO20-4a	42 X 30	8.75	6	52.5	PILOT CAR IN USE WAIT & FOLLOW
58	GO20-4a	18 X 12	1.5	4	6	PILOT CAR IN USE WAIT & FOLLOW
59	CONST-8	48 X 36	12	2	24	WORK ZONE NO PHONE ZONE
	GO22-1	21 X 15	2.19	2	4.38	WET PAINT (ARROW PIVOTS)
				TOTAL	1013.88	CONSTRUCTION SIGNS
				USE	1014	CONSTRUCTION SIGNS (ITEM NO. 616-10.05)
				USE	10	CHANNELIZERS (TRIM-LINE)(ITEM NO. 616-10.25)
* - IF LESS THAN TWO (2) MILES, DELETE SIGN NO. 1.						
** - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY THE ENGINEER.						

4.2 Other Traffic Control Devices and Mobilization are as follows (not included in lump sum traffic control):

ITEM NO.	QTY.	DESCRIPTION
616-10.99	3	CHANGEABLE MESSAGE SIGN (CMS)
618-10.00	LUMP SUM	MOBILIZATION

5.0 Pavement Marking. Pavement marking quantities are as follows:

CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)								
APPROX. LOG MILE			LENGTH	4" SOLID YELLOW	4" SOLID	24" PREFORMED	RAILROAD CROSSING	
FROM	TO	ROUTE	(FT)	(LF)	WHITE (LF)	PLASTIC (LF)	MARKING (EA)	REMARKS
0.000	11.219	C	59236.32	118472.6	118472.6			
11.141		C					1.0	
11.219		C				10.0		
11.223	11.231	C	42.24	84.5	84.5			
11.238		C				10.0		
11.305		C					1.0	
11.235	13.763	C	13347.84	26695.7	26695.7			
			0					
			0					
			0					
			0					
			TOTAL	145,252.8	145,252.8	20.0	2.0	
			USE	145,253	145,253	20	2	
NOTE: TEMPORARY AND PERMANENT PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH 620.10.								

6.0 Permanent Aggregate Edge Treatment. Permanent aggregate edge treatment quantities are as follows:

PERMANENT AGGRGATE EDGE TREATMENT						
APPROX. LOG MILE				AGGR	PRIME MC800	
FROM	TO	ROUTE	LENGTH (MI)	200 TONS/MI (TONS)	590 GAL/MI (GAL)	Remarks
0.000	11.219	C	11.219	2243.80	6619.2	
11.223	11.231	C	0.008	1.60	4.7	
11.235	13.763	C	2.528	505.60	1491.5	
			TOTAL	2,751.00	8115.5	
			USE	2,751.0	8115	

7.0 Gravel (A) or Crushed Stone (B) . Gravel (A) or Crushed Stone (B) quantities are as follows:

ITEM NO.	# OF AGGR ENTRANCES (4 TONS EACH)	# OF AGGR COUNTY ROADS (6 TONS EACH)	TOTAL QTY. (TONS)	DESCRIPTION
310-50.02	107	21	554	GRAVEL (A) OR CRUSHED STONE (B)

H. Project Details and Quantities – Bates County Route C (Base)

1.0 Description. This project consists of applying a plant mix bituminous pavement (surface leveling) as described here in. The project limits are from Log Mile 0.000 to 2.030. The total length of pavement limits are 2.030 miles with a total average width of 10 feet.

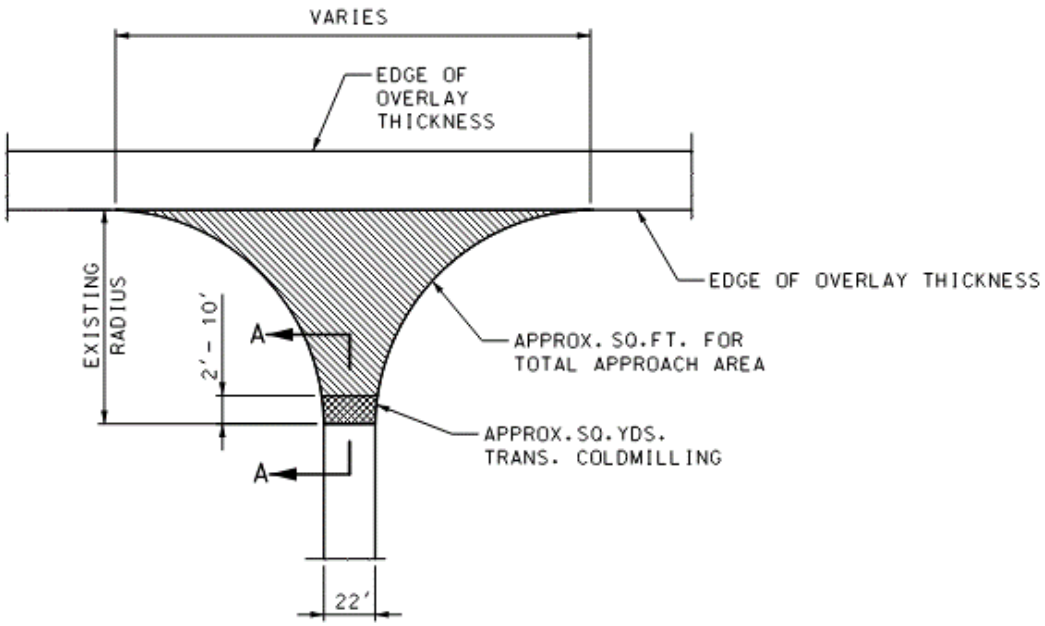


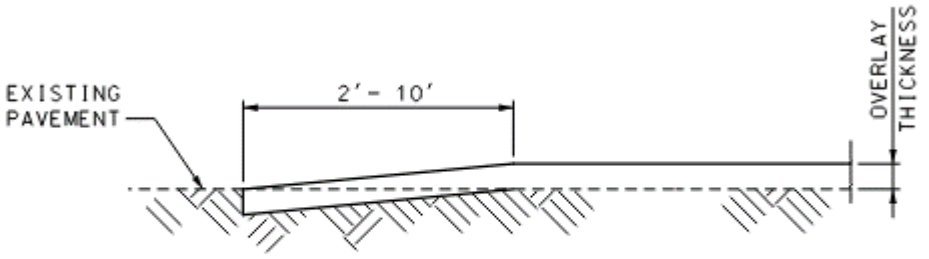
2.0 Mix and Pavement Transitions.

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

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

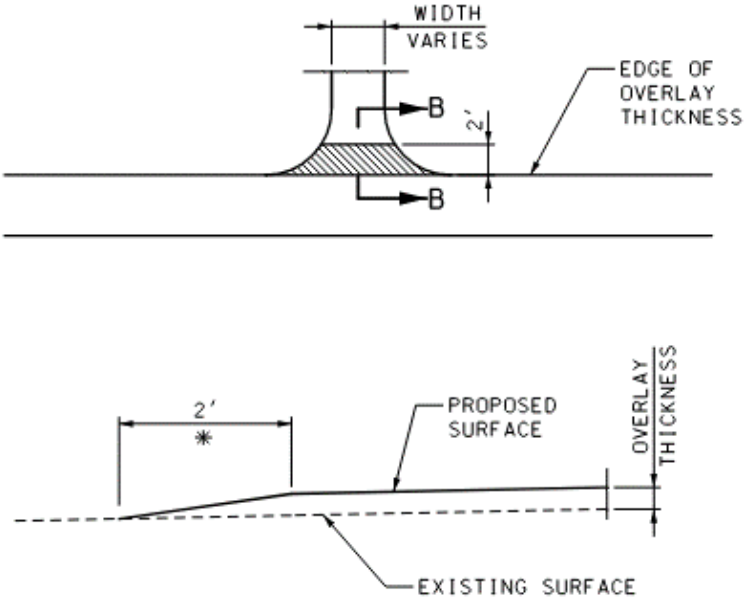
2.3 Coldmilling and pavement tapers at intersecting state routes will vary. See quantities for the approximate paved approach and coldmilling areas (see transition area details below).





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

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



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

3.0 Pavement and Coldmilling Quantities.

3.1 Pavement quantities are as follows:

BITUMINOUS PAVEMENT MIXTURE PG64-22 SURFACE LEVELING							
APPROX. LOG MILE			LENGTH	AVERAGE WIDTH	1.994 TON/CY QUANTITY	.08 GAL/SY TACK COAT	
FROM	TO	ROUTE	(MI)	(FT)	(TONS)	(GAL)	REMARKS
0	2.001	C	2	20	1,294.59	1877.3	Rte. C BATES COUNTY
					129.46		10% IRREGULARITIES
				TOTAL	1,424.05	1877.3	
				USE	1,424.1	1877	

3.2 Coldmilling Quantities are as follows:

MODIFIED COLDMILLING (DEPTH TANSITIONS)						
APPROX. LOG MILE				AVERAGE		
FROM	TO	ROUTE	LENGTH (FT)	WIDTH (FT)	QUANTITY (SY)	REMARKS
0.03	0.049	C	100	20	222.2	START RTE. C BATES
1.984	2.003	C	100	20	222.2	END RTE. C BATES
				TOTAL	444.4	
				USE	444	

4.0 Temporary Traffic Control Plans. See Standard Plans 616.20 for standard temporary traffic control requirements.

4.1 Construction signs and channelizers are as follows:

CONSTRUCTION SIGNING AND CHANNELIZERS						
SIGN NO.	SIGN	SIZE (in.)	AREA (FT.2)	QTY.	TOTAL AREA (FT.^{2})	DESCRIPTION
1*	GO20-1	60 X 24	10	2	20	ROAD WORK NEXT XX MILES & XX MILES
2**	WO20-1	48 X 48	16	2	32	ROAD WORK AHEAD
7	WO20-4	48 X 48	16	2	32	ONE LANE ROAD AHEAD
8	WO20-7a	48 X 48	16	2	32	FLAGGER (SYMBOL)
26	GO20-2	48 X 24	8	2	16	END ROAD WORK
35	WO8-12	48 X 48	16	2	32	NO CENTER LINE
36	WO8-11	48 X 48	16	2	32	UNEVEN LANES
53	GO20-4	36 X 18	4.5		0	PILOT CAR FOLLOW ME
58	GO20-4a	42 X 30	8.75	2	17.5	PILOT CAR IN USE WAIT & FOLLOW
58	GO20-4a	18 X 12	1.5	2	3	PILOT CAR IN USE WAIT & FOLLOW
59	CONST-8	48 X 36	12	2	24	WORK ZONE NO PHONE ZONE
	GO22-1	21 X 15	2.19	2	4.38	WET PAINT (ARROW PIVOTS)
				TOTAL	244.88	CONSTRUCTION SIGNS
				USE	245	CONSTRUCTION SIGNS (ITEM NO. 616-10.05)
				USE	10	CHANNELIZERS (TRIM-LINE) (ITEM NO. 616-10.25)
* - IF LESS THAN TWO (2) MILES, DELETE SIGN NO. 1.						
** - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY THE ENGINEER.						

4.2 Other Traffic Control Devices and Mobilization are as follows (not included in lump sum traffic control):

ITEM NO.	QTY.	DESCRIPTION
616-10.99	3	CHANGEABLE MESSAGE SIGN (CMS)
618-10.00	1 LUMP SUM	MOBILIZATION

5.0 Pavement Marking. Pavement marking quantities are as follows:

CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)						
APPROX. LOG MILE			LENGTH	4" SOLID YELLOW	4" SOLID	
FROM	TO	ROUTE	(FT)	(LF)	WHITE (LF)	REMARKS
0.000	2.03	C	10718.4	21436.8		
			TOTAL	21,436.8	0.0	
			USE	21,437	0	
NOTE: TEMPORARY AND PERMANENT PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH 620.10.						

6.0 Permanent Aggregate Edge Treatment. Permanent aggregate edge treatment quantities are as follows:

PERMANENT AGGRGATE EDGE TREATMENT						
APPROX. LOG MILE			LENGTH	AGGR 200 TONS/MI	PRIME MC800 590	
FROM	TO	ROUTE	(MI)	(TONS)	GAL/MI	Remarks
0.000	2.000	C	2	400.00	1180.0	
			TOTAL	400.00	1180.0	
			USE	400.0	1180	

7.0 Gravel (A) or Crushed Stone (B) . Gravel (A) or Crushed Stone (B) quantities are as follows:

ITEM NO.	# OF AGGR ENTRANCES (4 TONS EACH)	# OF AGGR COUNTY ROADS (6 TONS EACH)	TOTAL QTY. (TONS)	DESCRIPTION
310-50.02	16	0	64	GRAVEL (A) OR CRUSHED STONE (B)

I. Supplemental Revisions JSP-18-01NN

- Compliance with 2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

- Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

a. Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

b. Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;

c. Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

d. Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;

e. Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

f. Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty-eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

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

106.9.1 Buy America Requirements for Iron or Steel Products.
The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

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

106.9.1.3 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23

CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

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

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

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

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

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material

do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

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

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

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

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

106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.
“The total value of the non-compliant products is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-

domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

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

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

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

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

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

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

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

- Revisions to General Conditions of the Contract for Missouri Standard Specifications for Highway Construction

Insert the following definitions into Sec 101.2:

Agent of Contractor. Subcontractors, its employees, assigns, and agents.

Agent of MoDOT. Any private contractors, subcontractors, engineers, or the employees thereof performing work in accordance with the plans and specifications approved by MoDOT.

Commencement of Work. Also defined as the start of construction operations/activities, this is the date the contractor, its employees, agents, and/or assigns first begins performing work pursuant to the terms of the contract, including the furnishing of labor, material, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of duties and obligations imposed by the contract. For purposes of clarity, this date shall be deemed to occur on the date certified payroll activities on the project commence.

Exceptions. Work items identified by the engineer, as documented on the semi-final inspection, that are allowed to be completed after the contract completion date but prior to the item-specific completion date established by the engineer. Failure to complete any excepted work item by the item-specific completion date will result in assessment of contract liquidated damages. Designation of exceptions not mandated by the contract is at the sole discretion of the engineer.

Typical exceptions include:

a. Seasonal items (e.g., sodding, overseeding, establishment of grass for soil stabilization, or tree/shrub plantings)
b. Tasks that have contractually required or allowed delays (e.g., removal of sediment control devices, waiting periods for signal/lighting systems, pause for retroreflectivity evaluation of pavement markings)
c. Other tasks in which the engineer determines it is in the best interest of the Commission to allow completion of such task to extend beyond the contract completion date, but within a designated period of time.

105.10.7 Final Inspection. Upon apparent completion of the entire project, the engineer will make a Final Inspection of the work to determine acceptance for maintenance in accordance with Sec 105.15.

105.15 Acceptance.

105.15.1 Partial Acceptance. At the discretion of the engineer, portions of the work within a project may be accepted for maintenance prior to the Final Inspection of all work for that project. When a portion of the work or a specific item is partially accepted, the contractor is relieved from maintenance on the identified portion of the work, but this is not the Final Inspection, as defined in Sec 105.15.2, and will not excuse the contractor from liability or responsibility to the Commission for work performed.

105.15.1.1 Acceptance of a Specific Item or Section of Work. Upon completion of any of the items or sections of work listed herein, the contractor may request the engineer's inspection of the work and partial acceptance. If the engineer finds the work to be complete and acceptable, including submittal by the contractor of all required documentation, partial acceptance will be made for that item or section. The following items, complete in place, as determined by the engineer, are eligible for consideration of partial acceptance:

a. Any section 0.5 mile or more in length.
b. Any section 0.5 mile or more in length in one direction of a divided highway.
c. A complete bridge.
d. An intersection traffic signal system. Partial acceptance may be made for signal equipment prior to the 30-day testing period though any required performance tests and/or guarantees shall remain applicable.

e. Devices intended to be used for traffic safety and control. Acceptance of traffic safety devices is limited to guardrail, impact attenuation barriers, traffic signal items, signs, delineators, lighting, concrete barrier walls, concrete bridge parapet, bridge railing, guard cable, crash cushions and fence, which are permanently installed in their final position in accordance with the contract documents.

105.15.1.2 Semi-Final Inspection, Corrections and Exceptions. The contractor shall submit a written request for a semi-final inspection at least seven days prior to the anticipated completion of work, excluding exceptions. If the engineer postpones the inspection beyond the date the contractor completes all work, the period of postponement will be considered an excusable but non-compensable delay.

105.15.1.2.1 Immediately following the semi-final inspection, the engineer will provide the contractor with a list of any remaining items of work, corrections, and exceptions. The count of contract time will continue until all work and corrections are complete. If the engineer determines all work is complete, with no exceptions, the semi-final inspection will be considered the Final Inspection in accordance with Sec 105.15.2.

105.15.1.2.2 Work Complete Date. Upon verification by the engineer that all work, exclusive of exceptions, is complete, the engineer will declare partial acceptance and cease the count of contract time. The count of contract time will resume should the contractor fail to complete one or more exceptions by the required date.

105.15.2 Final Inspection and Acceptance for Maintenance. The contractor shall promptly notify the engineer when all work on a project, including exceptions, is complete. Upon Final Inspection by the engineer and verification that all work on a project is complete, a notice of acceptance for maintenance will be submitted to the contractor. Acceptance for maintenance excludes any items covered by item-specific performance bonds. Final Inspection shall occur not later than ten (10) business days after contractor's notification to the engineer that all corrections and exceptions have been completed. If the Final Inspection has not occurred within the ten (10) business-day time frame, all corrections and exceptions shall be deemed completed and MoDOT will be deemed to have accepted maintenance. If written acceptance for maintenance is not received within twenty (20) business days after the date of the Final Inspection, nor any objections sent to the Agent of MoDOT during this twenty (20) business-day period, the project and the work shall automatically be deemed accepted for maintenance.

105.15.2.1 Following the Final Inspection, the Agent of MoDOT will be relieved of any new or additional liability to third parties for personal injury, death or property damages which may be alleged to result from the design or construction of the work, unless additional work is performed by the Agent of MoDOT on the right of way after Final Inspection.

105.15.2.2 Nothing in these specifications shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death or property damages which may have occurred during the time period from the Commencement of Work through the Final Inspection.

105.15.2.3 Acceptance of a project shall not be construed to relieve the contractor of full responsibility for making good any non-latent defect in work or material found on any section of work prior to final acceptance of the entire project, to alter in any manner the method of payment prescribed in the contract or to constitute a waiver of any claim the Commission might have against the contractor on the entire project.

105.15.2.4 Contracts with Multiple Projects. For contracts that include two or more projects, the contractor may request a separate final inspection and acceptance for maintenance as the work is completed on each project.

105.15.3 Final Acceptance and Payment. Following Final Inspection and acceptance for maintenance, the engineer will prepare the final tabulation of quantities in accordance with Sec 109.8. A final change order, if necessary, and the final tabulation of quantities will be submitted to the contractor for review. Upon receipt of the final tabulation of quantities, the contractor shall promptly submit to the engineer any remaining project documentation including, but not limited to, those listed in Sec 105.15.3.2.

105.15.3.1 A Final Acceptance report will be submitted to the contractor, and final payment will be made, no later than thirty days following concurrence on tabulation of quantities, receipt by the engineer of all project documentation, and verification by the engineer that all material incorporated into the work has been properly inspected. If the final tabulation of quantities determines the contractor was overpaid, the contractor, or in case of default, the surety, shall return the amount of overpayment to the Commission within thirty days of receiving notice of the overpayment from the engineer.

105.15.3.2 When required by the contract, project documentation shall consist of the following:

a. Contractor's Affidavit Regarding Settlement of Claims (Form C-242)
b. Final Change Order
c. DBE Participation List and Final Verification
d. Affidavit – Compliance with the Prevailing Wage Law

105.15.3.3 Final acceptance will not excuse the contractor's liability or responsibility to the Commission for any latent defects in the work or material incorporated into the work, or for claims relating to any work or material incorporated into the work, except as barred by Sections 537.600 and 537.610, RSMo.

107.11 Responsibility for Claims for Damage or Injury. The contractor shall be responsible, to the extent imposed by applicable law, for injury, property damage, damage to the Work, or other loss caused by the negligent, wrongful, intentional, reckless, or contractually noncompliant acts or omissions of the contractor or an Agent of Contractor from Commencement of construction activities through Final Inspection and acceptance for maintenance.

107.11.1 The contractor shall not be responsible for damage relating to personal injury or death, arising from the design, condition, or maintenance of the project area prior to commencement of work and after Final Inspection and acceptance of the work, in accordance with Sec 101.2 and 105.15.2, unless any of the following conditions exist:

a. The work is so defective that it creates an imminent danger to third parties;
b. A defect in the work was concealed and not discoverable by a reasonable inspection by the Commission;
c. The agent of MoDOT knew of the dangerous condition and did not disclose it to the Commission; or
d. The plans or specifications followed were so imperfect or improper that the agent of MoDOT should have known the work to be done thereunder would result in an unsafe condition.

107.11.2 Neither the Commission nor the contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability that does not exist under the law, or to waive or extinguish any defense that either party to this contract or their respective agents and employees may have to an action or suit by a third party.

107.12 Contractor's Responsibility for Work Damages to any portion of the work occurring after the date of Commencement of Work and before the work is deemed approved and accepted, caused by the action of the elements or from any other reason, shall be repaired or replaced at the contractor's expense. The contractor, at the contractor's option, may insure against any such damages. The Commission may, in its discretion, make such a payment, determined in accordance with Sec 109.4, for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the contractor, unless the contractor has been reimbursed for such damages by the contractor's insurer. Prior to reimbursement, the contractor shall furnish documentary evidence of all efforts to recover such repair costs.

107.12.1 The contractor shall immediately give written notice to the engineer of any pedestrian, worker and/or vehicular accident that occurs in or near the work zone. The contractor may be directed by the engineer to repair permanent Commission facilities that have been damaged by events that are beyond the control of the contractor. Reimbursement will be provided by the Commission, determined in accordance with Sec 109.4, for the actual direct cost of labor, equipment and material, exclusive of overhead, indirect or consequential costs of profit. The Commission may elect to make such repairs in lieu of the contractor.

107.13 General Insurance Requirements. From the commencement of construction activities through the Final Inspection and acceptance for maintenance of the project by the engineer, the contractor shall procure and maintain at the contractor's expense, insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in Secs 107.13.1 through 107.13.8.

107.13.1 Sovereign Immunity Limits for Missouri Public Entities. The contractor shall procure and maintain at least minimum insurance coverages to meet the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance and published annually in the Missouri Register pursuant to Section 537.610, RSMo for Sec 107.13.2 through 107.13.5, unless specified otherwise for each type of insurance coverage. Each policy shall provide additional insured status for the Missouri Highways and Transportation Commission, its members, the Missouri Department of Transportation, and its employees up to Missouri's sovereign immunity limits. Provided, however, additional insured coverage applies only to liability caused in whole or in part by the acts or omissions of the named insured or those acting on its behalf and does not provide defense or indemnity for liability that Section 537.600, RSMo. places solely on MoDOT or another public entity. Each policy shall be endorsed to not waive sovereign immunity limits. The naming of the Commission, its members, MoDOT, and its employees as additional insureds under any insurance policy shall not be construed as a waiver of any sovereign, official, or other governmental immunity. The Commission, its members, MoDOT, and its employees reserve the right to assert any sovereign, official, or any other governmental immunities. Nothing in the Section shall be construed to enlarge the liability of the contractor beyond that imposed by applicable law, create a contractual duty to defend or indemnify prohibited by Section 537.600, RSMo, or require insurance coverage for liability that Section 537.600, RSMo places solely upon MoDOT. Insurance coverage and priority shall otherwise be determined in accordance with the applicable policies and endorsements.

107.13.2 Commercial General Liability Insurance. The contractor shall procure, and maintain during the term of the project, commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) policy form CG 00 01. The general aggregate limit shall, by endorsement or otherwise, provide a designated aggregate limit solely for this project using ISO form CG 25 03 05 09 or an equivalent form. General liability policies shall be endorsed to add the Commission, its members, MoDOT, its employees, agents, and assigns as additional insureds (the "Additional Insureds") using Insurance Services Office forms CG 20 10 or the equivalent under such policy. For construction contracts, an endorsement providing completed operations coverage to the Additional Insureds, ISO form CG 20 37 or the equivalent, is also required. This form, CG 20 37, shall be endorsed on each subsequent commercial general liability policy issued to the contractor for three (3) years after final acceptance of the project. Should work on the project be discontinued, the commercial general liability insurance coverage shall remain in effect for three (3) years after the date of discontinuation, when applicable. Coverage shall not be reduced by insured versus insured exclusions or by explosion, collapse and underground (XCU) exclusions.

107.13.3 Commercial Automobile Liability Insurance. The contractor shall procure and maintain automobile liability coverage at least as broad as ISO policy form CA 00 01 covering owned, hired, and non-owned autos. The policy shall be endorsed to Commission, its members, MoDOT, and its employees, agents, and assigns as additional insureds (the "Additional Insureds").

107.13.4 Contractor's Pollution Liability (CPL) Insurance. The contractor shall procure and maintain contractor's pollution liability insurance for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy shall have minimum limits of $1,000,000. The Commission, its members, MoDOT, and its employees, agents, and assigns shall be endorsed as additional insureds under such policy. The policy shall provide coverage for hauling of waste from the project site to the final disposal location including non-owned disposal sites. Completed operations coverage for pollution liability shall extend a minimum of three (3) years after final acceptance of the project. Contractor shall require any subcontractor that performs environmental remediation, hazardous material removal or related work including the transportation, disposal, or environmental engineering work, to provide contractor's pollution liability insurance with limits and scope of coverage appropriate to the exposure. The Commission, its members, MoDOT, and its employees, agents, and assigns shall be endorsed as additional insured under such policy. The policy shall not contain a cross suits exclusion or other provisions that would eliminate additional insured claims against the contractor or subcontractor.

107.13.5 Aircraft Liability Insurance. If aircraft, including unmanned aircraft, will be used on the project, contractor shall provide, or cause to be provided, aircraft liability insurance protecting against claims for damages resulting from such use in all cases where any aircraft that is owned, leased or chartered by any Contractor-Related Entity used on the Project. The policy shall have minimum limits of $1,000,000 and the Commission, its members, MoDOT, and its employees, agents, and assigns shall be additional insureds on the policy by endorsement or policy provision. The use of any aircraft in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Site or on any property owned by the Commission, MoDOT or other parties at interest, shall be subject to review and written acceptance by the Commission prior to any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable to meet these requirements but must be provided prior to use of the aircraft. For use of unmanned aircraft vehicles, the

contractor may provide insurance either through an aircraft liability insurance policy, or by endorsement to the contractor's commercial general liability insurance policy and excess liability policies. Use of unmanned aircraft must comply with all state and federal rules and regulations, including FAA requirements.

107.13.6 Excess or Umbrella Liability Insurance. The contractor may satisfy the required limits for Secs 107.13.2 through 107.13.5 by use of excess or umbrella liability insurance policies in any combination that meets the contract limits requirements. Such policies shall include as additional insureds, the Commission, its members, MoDOT, and its employees, agents, and assigns.

107.13.9 Evidence of Insurance. Required evidence of insurance providing confirmation of compliance with these requirements shall consist of a certificate of insurance and any endorsements adding the Commission, MoDOT and its employees as additional insureds where specified. "Blanket" or "automatic" additional insured endorsements providing additional insured coverage "where required by contract," may be used, provided that such forms provide coverage at least as broad as provided by the specified endorsement forms required. The contractor and any subcontract work shall not commence under the contract until the contractor obtains the applicable insurance coverage required and receives approval for such insurance from the engineer. No later than five (5) business days prior to the Commencement of Work, all evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to ContractorSupport@MoDOT.mo.gov. The aforementioned evidence of insurance shall also be submitted in the same manner no fewer than five (5) business days prior to the effective date of any change or renewal of insurance during the term of the project. All evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to ContractorSupport@MoDOT.mo.gov. The contractor shall promptly furnish the engineer with a complete copy of its policy upon request. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, may result in the suspension of work as provided in Sec 108, and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

107.13.10.4 Primary and Non-contributory. For any claims related to this contract or insurance requirements herein identified, the contractor's insurance coverage shall be primary insurance with respect to the Commission, its members, MoDOT, and its employees, as the additional insureds. Any other insurance or self-insurance maintained by any of these parties shall be excess of the contractor's insurance and shall not contribute with the contractor's insurance, unless liability caused in whole or in part by the acts or omissions of the named insured or those acting on its behalf and does not provide defense or indemnity for liability that Section 537.600, RSMo places solely upon MoDOT or another public entity. Priority and allocation shall be governed by the applicable policies and endorsements. MoDOT may not unilaterally alter priority among the contractor's, any subcontractor's, or any additional insured's policies.

107.13.10.8 Timely Notice of Claims. Contractor shall give the engineer prompt and timely notice of claims made or suits instituted that arise out of or result from contractor's or agent of contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. The Commission and MoDOT will provide timely notice to the contractor of any claims or lawsuits that it receives.

107.14 Cooperation in Defense. The Agent of MoDOT and MoDOT shall reasonably cooperate in the defense of the other against potential third party claims. This cooperation includes providing reasonable access to relevant records, documents, and personnel. Nothing in this section creates a contractual duty to defend prohibited by RSMo 537.600(5).

107.18 Basis of Payment. No direct payment will be made for compliance with Sec 107.

- Payment for Excess Piling

702.6.3 Pile Cut-Offs. No direct payment will be made for routine pile cut-offs, except as otherwise provided herein.

702.6.3.1 Excess Piling. If the total measured length of installed piling on a given structure, per item, is 85 percent or less of the plan quantity, the difference between plan quantity and installed quantity shall be deemed as excess piling. Reimbursement will be made for excess piling, as determined by the engineer. No reimbursement will be made for piling purchased in excess of plan quantity. The contractor shall provide the engineer with all paid invoices, which may be used to determine an equitable reimbursement. Shipping costs on the invoice will be included in the reimbursement payment, but no handling, overhead or profit will be included. All excess piling shall be removed from the project and retained by the contractor.

102.18.1 Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgments. The president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:

(a) Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

(b) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

(c) Does not have a proposed debarment or suspension pending.

(d) Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

102.18.1.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted.

102.18.1.2 Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility.

102.18.1.3 For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action.

102.18.1.4 Providing false information may result in criminal prosecution or administrative sanctions.

102.18.2 Certification Regarding Anti-Collusion. In accordance with 23 USC 112, the bidder shall certify, under penalty of perjury, that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

102.18.3 Certification Regarding Lobbying Activities. In accordance with 31 USC 1352, the bidder shall certify that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions.

102.18.3.1 This certification shall be a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification shall be a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification will be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.

102.18.3.2 The bidder also agrees by submitting a bid that the bidder shall require that the language of this certification be included in all subcontracts that exceed $100,000, and that all such subrecipients shall certify and disclose any lobbying activities accordingly.

102.18.4 Certification Regarding Missouri Domestic Products Procurement Act. This certification will only apply to state-funded projects as noted on the cover of the Request for Bid. The bidder's attention is directed to Sections 34.350 through 34.359 RSMo 2000, which requires all manufactured goods or commodities used or supplied in the performance of the contract or any subcontract to be manufactured, assembled or produced in the USA. Sections 34.350 through 34.359 RSMo will not apply if the total bid is less than $1,000.00.

102.18.4.1 Section 34.355 RSMo requires the vendor or bidder to certify compliance with Section 34.353 RSMo and, if applicable, Section 34.359 RSMo at the time of bidding and prior to payment. Failure to comply with Section 34.353 RSMo during performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

102.18.4.2 The bidder shall certify that all the specified goods or products for which this bid was solicited are manufactured, assembled or produced in the USA. If there are any exceptions, the

bidder shall submit a list of the exceptions on company letterhead, signed by the bidder and attached to the inside of the bid submitted. The list shall include the pay item number and the location where the item is manufactured. The bidder shall identify any of the exceptions in the list that are specified goods or products that are treated as manufactured, assembled or produced in the USA under an existing treaty, law, agreement or regulation of the USA regarding export/import restrictions and international trade.

102.18.4.3 The bidder shall notify the contact listed in the Request for Bid of any specified goods or products that cannot be manufactured, assembled or produced in the USA in sufficient quantities or in time to meet the contract specifications.

102.18.4.4 The bidder shall certify that the bid complies with all provisions of Section 34.350 *et seq* RSMo.

106.10 Missouri Domestic Products Requirement. For state funded projects, as noted on the cover of the contract, material shall be in accordance with Sec 102.18.4.

Training Provision

1.0 Description. This provision implements 23 CFR Part 230.111 and 23 CFR Part 230, Subpart A, Appendix B.

2.0 Purpose. The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

2.1 In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

2.2 The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to MoDOT for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work, who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

3.0 Program Administration. All training goals, including the number of training hours, on federally funded projects are to be established by the Business Development and Compliance (BDC) Division with Federal Highway Administration (FHWA) oversight. The following guidelines will be utilized in selecting projects and determining the goal to be set:

a. Availability of minorities and women for training.
b. The potential for effective training.
c. Duration of the contract (number of working days).
d. Dollar value of the contract.
e. Total normal work force that the average bidder could be expected to use.
f. Geographical location.
g. Type of work.
h. The need for additional journeymen in the area.
i. The need to correct underutilization of minorities and females in specific trades.
j. A satisfactory ratio of trainees to journeymen expected to be on the contractor's workforce during normal operations (considered to fall between 1:10 and 1:4).
k. Recognition of the suggested minimum goal for the State.

3.1 Trainee goals will be set in 1,000 increments or 1 slot (person) per 1,000 hours per project. For example, if the trainee goal on the project is 2,000 hours a maximum of 2 trainees will be approved for the project. In the event a trainee leaves the project for valid reasons the trainee shall be replaced as soon as possible. **No apprentice/trainee can be assigned less than 500 hours on a contract.** MoDOT will not assign training on contracts that will not support the 500 hours. **Providing less than 500 hours is not considered to be beneficial training nor helping to achieve journey-level status. Therefore, a trainee/apprentice, regardless of craft, must have been trained on the contract for at least 500 hours to be eligible for reimbursement.** Upon reaching the 500 hours, the contractor will be compensated as noted herein. FHWA and MoDOT will only approve training programs meeting the requirements of the Training Special Provisions (TSP). A program will be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts.

3.2 No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

3.3 The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by MoDOT and the Federal Highway Administration. MoDOT and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of

Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from MoDOT prior to commencing work on the classification covered by the program.

4.0 Approval Process. Any trainee submitted to fulfill the OJT requirement must be in a registered training program. Acceptable training programs include:

a. BAT Programs – Apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.
b. Any other program, such as the Missouri Manpower Programs, which have been approved by FHWA and MoDOT.

4.1 Submittal of the TRAINEE NOTIFICATION – After the training plan has been approved, the Trainee Notification Form should be submitted within 30 days of the trainee commencing work on the project. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower-level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification will be permitted only with the approval of the BDC Division. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Reimbursement to the contractor for off-site training as indicated above may only be made when the contractor does one or more of the following and the trainees are concurrently employed on federal-aid projects:

Contributes to the cost of the training.
Provides the instruction to the trainee.
Pays the trainee's wages during the off-site training period.

5.0 Good Faith Efforts (GFE). In the event that the OJT goal is not met at the end of the project, the BDC Division will request a written narrative GFE and supporting documents and data to explain the goal shortfall. After submittal, the BDC Division will make a determination to approve or deny the GFE.

5.1 In the event the BDC Division denies the GFE submitted by the contractor, the contractor shall have the right to an Administrative Reconsideration Hearing. The request for an administrative reconsideration hearing must be made within seven (7) days of the receipt of the denial letter. The Administrative Reconsideration Committee may be constituted, as MoDOT deems appropriate and fair, provided that no committee member on the Reconsideration Committee shall have taken part in the original MoDOT determination that the contractor failed to meet the OJT contract goal and/or failed to make adequate GFE to do so.

5.2 If the Administrative Reconsideration Committee does not find the contractor met the OJT contract goal, and/or does not find that the contractor made adequate and sufficient GFE to do so, then The Administrative Reconsideration Committee will recommend that liquidated damages as outlined in the non-compliance sanctions section below be carried out. If the Administrative Reconsideration Committee does find that the contractor has met a GFE, then no liquidated damages will be assessed.

6.0 Economically Disadvantaged Verification. When a contractor submits a trainee who is economically disadvantaged the following information should be submitted with the trainee notification to verify this status:

> The previous year's tax return verifying the individual's income is less than the federal poverty guidelines, or Verification of enrollment in any government issued entitlement programs.

7.0 Beneficial Training. MoDOT will ensure its contractors provide on-the-job training aimed at developing or contributing to full journey level status in the type of trade(s) involved. Training shall be consistent with the trainee/apprentice program. Training tasks will be consistent with the approved trade classification for the specific contract. The contractor shall furnish the trainee a copy of the program the contractor will follow in providing the training. The contractor shall provide each trainee and resident engineer documentation showing the type and length of training that will be completed including classroom and on-the-job hours. This includes providing information on the monthly trainee report and trainee notification as to the total working and classroom hours the trainee/apprentice has completed to date.

8.0 Training Reimbursement Process. Except as otherwise noted herein, the contractor will be reimbursed $10.00 per hour of training given an employee on this contract in accordance with an approved training program.

8.1 Reimbursement will be made at the end of the project, once all trainee hours have been submitted, as well as the trainee summary. The contractor will be reimbursed for hours each trainee has attained on the project, with the minimum hours for reimbursement eligibility being 500. Contractors will be reimbursed in instances where the OJT goal is met as well as if a GFE is made to meet the goal. Reimbursement will not be made if the OJT goal was not met, and the contractor did not make a GFE to meet the goal.

8.2 Training will not be reimbursed if the contractor fails to provide beneficial training. This includes only partially meeting the training goal on the project.

8.3 A request may be submitted to the BDC Division to increase the Training Hours assigned to a contract. Approval of such requests by the BDC Division will be granted on a case-by-case basis.

8.4 The contractor is eligible to be reimbursed the total OJT hours assigned to the project once those hours have been fulfilled. For any hours achieved beyond the goal, the contractor must request this additional reimbursement from the BDC Division, and, with concurrence from the resident engineer, the contractor is then eligible to receive reimbursement of hours achieved beyond the goal, either 25 percent of hours over the goal or 500, whichever is less. Outlined below are the maximum overrun reimbursements:

OJT Goal	Hours Achieved	Payable Hours
1,000	1,250	1,250
2,000	1,500	1,500
3,000+	1,501+	1,500

9.0 Monitoring. MoDOT will monitor contractors to ensure trainees and apprentices are receiving beneficial training in the type of trades submitted. Training shall be consistent with the training program or those OJT Programs the FHWA and MoDOT have approved.

9.1 It is normally expected that the trainee/apprentice will begin training on the project as soon as possible, utilizing the skills involved and remaining on the project as long as training opportunities exist in the work classifications or until the completion of the training program.

9.2 Project Office staff will periodically interview trainees to determine:

Whether apprentice/trainee is receiving training in designated craft
Workplace environment
If trainee/apprentice is experiencing problems on the job site
If the apprentice/trainee is being treated fairly

9.3 MoDOT monitors contracts with training through onsite visits, monthly training reports and construction reports. These reports are generated by the contractor and are to be disseminated to the Project Office. If there are problems, the BDC Division will contact the contractor to address the deficiencies.

9.4 Trainees will be paid at the rate set by the training program. The appropriate minimum journeyman's rate paid cannot be less than the amounts set out in the 23 CFR Subpart A, Appendix B. For example, at least 60 percent of the appropriate minimum journey person's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period and 90 percent for the last quarter of the training period. The appropriate rates approved by the Department of Labor or Transportation in connection with the existing programs shall apply to all apprentice or trainees being trained for the same classification who are covered by the Training Special Provision.

10.0 Reports. The contractor shall provide for the maintenance of records and furnish monthly reports documenting the contractor's performance under this provision. All trainee notifications must be submitted within 30 days of the trainee's start date. If a trainee has been previously approved by MoDOT, the contractor must still notify MoDOT of the name of the individual(s) and proposed craft the trainees will be trained in, as well as indicate which project the trainees will be working on. The trainee notifications or listing of the proposed trainees must be submitted via fax, mail or electronically to the BDC Division. If the contractor fails to submit the trainee notification or list of proposed trainees prior to the onset of the project, the contractor will be subject to the sanctions as outlined in this OJT TSP.

10.1 Monthly Trainee reports must be submitted following the last pay period of the month, no later than the 15th of the following month. Failure to submit the reports, hours completed during that month could result in hours not being credited. In the cases of voluntary trainee termination or when the trainee completes the hours specified in the program, the contractor must complete the trainee completion form within 30 days. The contractor's failure to submit the proper reports in a timely manner may result in the loss of reimbursement for the training hours for that month.

11.0 Non-Compliance Sanctions. Progress payments shall be withheld for failing to comply with all OJT Program requirements unless MoDOT accepts GFE.

11.1 If the training hours have not been obtained and a GFE has not been displayed upon project completion, the contractor will be assessed liquidated damages in the amount of $20.00 per hour

for those hours not realized. For instance, if the project goal was 1,000 hours and only 450 hours were met, then liquidated damages would be assessed at 550 x $20.00 = $11,000.00.

11.2 If BDC Division approves a GFE, then liquidated damages will not be assessed. An approved GFE along with the minimum 500 training hours will result in reimbursement for the applicable hours.

11.3 If the contractor does not achieve the full OJT goal, they will not receive partial credit for hours completed under 500 per trainee. For instance, if the goal on the project was 1,000 hours and only 450 were convened, then no reimbursement will be given for any hours fulfilled. If the goal on the project is 2,000 hours and only 1,500 hours are completed and no GFE is demonstrated, the contractor will receive credit for the 1,500 hours and also be assessed liquidated damages in the amount of the 500 hours that were not met.

11.4 In the event the Contract exceeds the trainee goal on the project, the contractor must submit a request to BDC to obtain an extension of hours. The maximum number of hours beyond those enumerated in the contract cannot exceed 25 percent per 1,000 hours, with a maximum of 500 hours eligible for reimbursement beyond the goal. This extension is subject to the **advance** approval of the BDC Division, and concurrence from the resident engineer.

11.5 Failure to satisfactorily comply with the OJT requirements will also be reflected in the contractor's performance evaluation.

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

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

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

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

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

2.3 The contractor shall monitor the quantity of asphalt binder used in the production of the mix, including any commercial mix, and report that quantity to the engineer. Original asphalt binder delivery tickets shall accompany the report submitted to the engineer. The engineer will perform

a minimum of one asphalt binder content test per each 10,000 tons of production for any project that exceeds a total of 5,000 tons of production.

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

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

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

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

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

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

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

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

3.4.2 The contractor shall provide temporary log mile reference points at no less than ½ mile intervals along each route to monitor the tons of Surface Leveling mix laid in relation to plan

quantity. Entrances, shoulders, or other irregular areas will be monitored as directed by the engineer.

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

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

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

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

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

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

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

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items

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

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

(a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

(b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.

(c) Covering and uncovering existing signs and other traffic control devices.

(d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

(e) Worker apparel.

(f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.

(g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.

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

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

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

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

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

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

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

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

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

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

L. Pavement Marking Log

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

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

M. Permanent Pavement Marking - SW

1.0 Description. This work shall consist of furnishing and placing permanent centerline, edge line, and lane line markings as specified, at locations shown on the plans or as approved by the engineer. This work shall be in accordance with Section 620 and specifically as follows.

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

2.0 Construction Requirements. On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in

a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips. The contractor shall place the preformed thermoplastic pavement marking after the permanent centerline, edge line, and lane line marking is installed by the contractor or by others. The contractor will have 5 five days after the permanent centerline, edge line, and lane line markings are placed to start the preformed thermoplastic pavement marking installation and shall be placed in accordance with manufacturer's recommendations or as approved by the engineer.

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

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

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

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

O. Gravel A or Crushed Stone B

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.

P. Pilot Car

1.0 The contractor will provide a pilot car during construction, as directed by the engineer. Signs for cross roads including state routes, county roads and city streets, and the pilot car shall be provided as shown on the plans and as directed by the engineer.

1.1 For construction operations between dusk and dawn, the contractor shall provide a reflective flag assembly on all "PLEASE WAIT FOR PILOT CAR" signs regardless of location.

2.0 Basis of Payment. There will be no direct pay for all labor and equipment necessary to provide the pilot car.

Q. Culvert Location

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.

R. Bridge End Transitions

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.

S. Missouri & Northern Arkansas Railroad Requirements

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 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 293.4, DOT# 411201B near Rockville, MO and the MNA Clinton Subdivision, at Mile Post 309.4, DOT# 411070A (2 tracks) in Walker, 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 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.

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.

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 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 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 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.

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.

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 at both sides of both crossings and in between 2 tracks on Rte C.
> Job No. JST0183 near Rockville on Rte. B and in Walker on Rte. C (2 Tracks)
> DOT # 411201B MNA Clinton Sub, Mile Post 293.4 near Rockville, MO. and DOT # 411070A MP 309.4 in Walker, 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 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.

T. Utilities JSP-93-26F

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

Utility Name	**Known Required Adjustment**	**Type**
Bates PWSD 2 Les Neider P. O. Box 47 Amsterdam, MO 64723 Phone: 660-267-3617 Email: l-neider@hotmail.com	None	Water
Bates PWSD 4 Allen Pattison 107 N. 13th St. Rich Hill, MO 64779 Phone: 417-395-4964 Email: pwsd4batesco@klmtel.net	None	Water
Bates PWSD 7 Tammy Rapp 9545 SE 9606 Rockville, MO 64780 Phone: 417-321-0242 Email: rappmiketammy@hotmail.com	None	Water
Brightspeed Michael Edwards 2601 Waukesha Road, Silom Springs, MO 64772 Phone: 479-524-9943 Email: michael.edwards@brightspeed.com	None	Communication

City of Walker Harold Walters 103 N 5th St Walker MO 64790 Phone: 417-321-5834 Email: harold.walters3161@gmail.com	None	
Craw-Kan Telephone Wade Johnson 200 N. Ozark St., Girard, KS 66743 Phone: 620-724-8235 Email: w.johnson@ckt.net	None	Communication
Liberty Utilities Josh Frances 708 E. Sedalia Ave. Clinton, MO 64735 Phone: 417-768-9615 Email: Josh.Frances@libertyutilities.com	None	Gas
Lumen Kimberly Singleton, Engineering Manager Email: kimberly.singleton@lumen.com Olsson (Lumen's contract engineer) Sandra Munoz-Cabuya 7301 W. 133rd Street, Suite 200 Overland Park, KS 66213 Phone: 913-748-2646	None	Fiber Optic
Osage Valley Tamara West 1321 N. Orange St., Butler MO 64730 Phone: 660-679-3131 Email: twest@osagevalley.com	None	Electric, Fiber
Sac Osage Electric Richard Johnston 4815 US HWY 54 EL Dorado Springs, MO 64744 Phone: 417-876-2721 Email: rjohnston@sacosage.com	None	Electric
Sac Osage Fiber Jason Radford 2323 Grand Blvd. Ste 300 Kansas City, MO 64108 Phone: 660-351-1220 Email: jason.radford@conexon.us	None	Fiber
Socket Telecom Jacob Andrews 2703 Clark Lane Columbia, MO 65202 Phone: 800-762-4778 Email: jandrews@corp.socket.net	None	Communication

Vernon County PWSD 1 Eric Shrewsbury 3414 E. Austin Blvd, Nevada, MO 64772 Phone: 417-667-8512 Emails: eshrewsbury@cpwsd1.com	None	Water

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any 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.

1.2 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.