1 REVISED

Job No.: J9P3122
Route: I-55
County: Cape Girardeau

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	General - Federal JSP-09-02M	1
B.	Contract Liquidated Damages JSP- 13-01E	1
C.	Liquidated Damages Specified JSP-93-28A	3
D.	Work Zone Traffic Management JSP-02-06N	3
E.	Emergency Provisions and Incident Management JSP-90-11A	6
F.	Project Contact for Contractor/Bidder Questions JSP-96-05A	6
G.	Supplemental Revisions JSP-18-01MM	7
H.	Contractor Quality Control NJSP-15-42	23
I.	Utilities JSP-93-26F	25
J.	Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04	27
K.	Optional Pavements JSP 06-06H	28
L.	Removal and Delivery of Existing Signs JSP-12-01C	29
M.	Temporary Long-Term Rumble Strips JSP-13-04C	30
N.	Lump Sum Temporary Traffic Control JSP-22-01B	30
O.	Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A	32
P.	High-Tension Guard Cable Barrier JSP 24-03	33
Q.	Guardrail Grading Requirements JSP-17-02B	34
R.	Airport Requirements JSP-15-09	35
S.	Concrete Pigmenting and Texturing	35
T.	Central Island Grading at Roundabout	36
1 REVISED U.	Overhead Sign Trusses	36
V.	Horizontal Elliptical Class IV RCP	37
W.	Special Provisions for Protection of BNSF Railway Company Interestes	37
X.	Island Tubular Markers	53
Y.	Tree Clearing Restriction JSP-07-05C	53

Job No.: J9P3122
Route: I-55
County: Cape Girardeau



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

GARVER
7509 NW Tiffany Springs Parkway
STE 200
Kansas City, MO 64153
Certificate of Authority: 2008013090
Consultant Phone: 816-298-6465

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

JOB NUMBER: J9P3122
CAPE GIRARDEAU COUNTY, MO
DATE PREPARED: 09/30/2026

ADDENDUM DATE:
R001_11/17/2026

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

Job No.: J9P3122
Route: I-55
County: Cape Girardeau

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02M

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 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.

Job No.: J9P3122
Route: I-55
County: Cape Girardeau

Notice to Proceed: January 19, 2027
Contract Completion Date: October 1, 2028

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

Project	Calendar Days	Daily Road User Cost
J9P3122 (Bridges A0513 & A0514)	130	$5,400
J9P3122 (Bridge A06281)	70	$3,200
J9P3122 (Roundabout at Silver Springs Rd)	459	$3,200

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **$2,000** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

5.0 Liquidated Damages for Winter Months. Delete Sec 108.8.1.3 (a)

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

6.0 Order of Work. The contractor shall complete all bridge construction activities on I-55 for bridges A0513 and A0514 prior to commencing construction on the roundabout at Silver Springs Road. Traffic on I-55 shall not be in a head-to-head configuration after Nov 1, 2027. Bridge construction activities shall include, but not limited to, deck placement, approach slab construction, guardrail installation associated with the bridge, and all other work necessary to place the bridge into service. No roundabout construction activities, including grading, excavation, pavement construction, curb and gutter installation, splitter islands, central island construction, or related traffic control modifications within the roundabout limits, shall begin until the engineer has determined that all bridge work on I-55 has been satisfactorily completed. The contractor shall incorporate the sequencing requirement into the project schedule and shall not be entitled to additional compensation or time extensions resulting solely from compliance with this provision. Payment for complying with this provision shall be considered incidental to the contract and no separate payment will be made.

C. Liquidated Damages Specified JSP-93-28A

1.0 Description. If bridge construction activities on I-55 for bridges A0513 and A0514 is not complete and open to traffic on or before November 1st, 2027, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. 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 $5,400 per day for each full day or partial day thereof, that bridge construction activities on I-55 for bridges A0513 and A0514 is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

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.

3.3 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

4.0 Detours and Lane Closures.

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

4.2 At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. 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.

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

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

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

Missouri Highway Patrol (Troop E): (573) 840-9500	
City of Cape Girardeau	Cape Girardeau County
Fire: (573) 339-6330	Sheriff: (573) 243-3551
Police: (573) 335-6621	

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

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

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

F. 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.

Chris Crocker, Project Contact

Southeast District
105 Industrial Drive
Park Hills, MO 63601

Telephone Number: (573) 380-1658
Email: christopher.crocker@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:

Kevin Plott, Resident Engineer
Jackson Project Office
Southeast District
198 State Highway Y
Jackson, MO 63755

Telephone Number: (573) 243-0899
Email: kevin.plott@modot.mo.gov

G. Supplemental Revisions JSP-18-01MM

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

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

- Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

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

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

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

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

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

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

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

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

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

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

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

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

- ***Delete Sec 106.9, including all subsections and substitute the following:***

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

106.9.1 Buy America Requirements for Iron or Steel Products.

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

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

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

106.9.1.3 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

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

request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

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

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

106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.
Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

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

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

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

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

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

106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.
"The total value of the non-compliant products is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

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

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

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

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

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

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

15.0 Bidder's List Quote Summary. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally

assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting**.**

- *Add Sec 102.7.9 to include the following:*

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

- 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.

Delete Sec 105.10.7, including all subsections and substitute the following:

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.

Delete Sec 105.15, including all subsections and substitute the following:

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.

Delete Sec 107.11, including all subsections, and substitute the following:

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.

Delete Sec 107.12, including all subsections, and substitute the following:

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.

Delete Sections 107.13, 107.13.1, 107.13.2, 107.13.3, 107.13.3.4, 107.13.5, 107.13.6, 107.13.9, 107.13.10.4, 107.13.10.8, and substitute the following:

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.

Delete Sec 107.14 and substitute the following:

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).

Delete Sec 107.18 and substitute the following:

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

- Payment for Excess Piling

Delete Sec 702.6.3 and insert the following:

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.

- *Delete Sec 102.18.1 and renumber existing Sec 102.18.2 through 102.18.5.4 including all subsections:*

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.

Delete Sec 106.10 and substitute the following:

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.

H. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

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

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

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer

submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

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

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

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

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

I. Utilities JSP-93-26F

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

Utility Name	**Known Required Adjustment**	**Type**
Ameren Missouri Josh Hiett Distribution Design Consultant 45 S. Minnesota St. Cape Girardeau, MO 63703-6030 Cell: 573-450-9637 Email: jhiett@ameren.com	None	Electric/Fiber
Ameren Missouri Josh Beussink Distribution Design Consultant 45 S. Minnesota St. Cape Girardeau, MO 63703-6030 Office: 573-651-5640 Cell: 573-579-6576 Email: jbeussink@ameren.com	None	Gas

AT&T Jill Barnett Specialist OSP Design Engineer Phone: 636-260-3896 Email: jb8925@att.com	None	Communications
Century Link (Lumen) Richard Obremski Phone: 314-378-9931 Email: richard.obremski@lumen.com	None	None
Charter/Spectrum Communications Verlin (Sonny) Ford 3140 Nash Road Scott City, MO 63780 Phone: 573-258-0575 Email: verlin.ford@charter.com	None	Communications
City of Cape Girardeau Public Works Casey Brunke Public Works Director Phone: 573-339-6351 Email: cbrunke@CityofCapeGirardeau.org	Yes Section 2.0	Sewer and Water
MoDOT SE District Chris Medley Traffic Supervisor 2675 North Main Sikeston, MO 63801 Phone: 417-252-0631 Email: Christopher.Medley@modot.mo.gov	Yes Section 2.0	Traffic Lighting and Signals
Sho-Me Technologies Brian Millsap Project Coordinator – Fiber Infrastructure Phone: 417-630-9144 Email: BMillsap@shomepower.com	Yes Section 2.0	Communications

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

2.0 Project Specific Provisions: This project will have grading, paving, drainage, guardrail, bridge rehabilitation, signage and lighting in the project. Utility locates shall be completed according to section 105.7 of the Missouri Standard Specifications for Highway Construction.

Ameren Missouri – Electric/Fiber: has facilities within the job limits but no conflicts are expected. Contractor shall contact Josh Hiett 4 weeks before the start of construction to inform him of their schedule.

Ameren Missouri – Gas: has facilities within the job limits but no conflicts are expected. Contractor shall contact Josh Beussink 4 weeks before the start of construction to inform him of their schedule.

AT&T: has facilities within the job limits and but no conflicts are expected. Contractor shall contact Jill Bartnett 4 weeks before the start of construction to inform her of their schedule.

Century Link (Lumen): has facilities within the job limits but no conflicts are expected. Contractor shall contact Richard Obremski 4 weeks before the start of construction to inform him of their schedule.

Charter/Spectrum: has facilities within the job limits but no conflicts are expected. Contractor shall contact Verlin (Sonny) Ford 4 weeks before the start of construction to inform him of their schedule.

City of Cape Girardeau Public Works: has facilities within the job limits. The sanitary sewer force main that conflicted with Ditch No. 4 has been relocated. There is also a watermain along the east side of the job, but no conflicts are expected. Contractor shall contact Casey Brunke 4 weeks before the start of construction to inform her of their schedule.

MoDOT SE – Traffic Lighting and Signals: has facilities within the job limits. Contractor to coordinate removal of traffic lighting and signals with Chris Medley 4 weeks before the start of construction to inform him of their schedule. Contractor to make provision for removing, handling, hauling and delivering to Building C at MoDOT SE District Headquarters.

Sho-Me Technologies: proposed grading for Ditch No. 4 will require Sho-Me Technologies to relocate their facilities. Sho-Me Technologies are currently developing their relocation plan. Contractor shall contact Brian Millsap 4 weeks before the start of construction to inform him of their schedule.

J. Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04

1.0 Description. Provide and maintain Truck Mounted Attenuators (TMA) in accordance with Sec 612 and as specified herein.

2.0 Construction Requirements. Truck Mounted Attenuators (TMA) shall be used for the work activities indicated in the plans or specified herein.

2.1 Pavement Marking – any lane closure required for installing pavement marking within the entire project limits.

2.2 Shoulder Construction - any lane closure required for re-constructing the shoulders to full-depth shoulders.

2.3 Roundabout Construction - any lane closure required for constructing the roundabout.

2.5 Mill/fill pavement operation - any lane closure required for mill/fill operations.

3.0 Method of Measurement. No measurement will be made for Truck Mounted Attenuators (TMA).

4.0 Basis of Payment. Delete Sec 612.5.1 and substitute with the following:

612.5.1 No payment will be made for truck mounted attenuators (TMAs) used in mobile operations or for any TMAs designated as optional.

612.5.1.1 Payment for TMAs required for stationary work activities will be paid for at the contract unit bid price for Item 612-30.01, Truck Mounted Attenuator (TMA), per lump sum. The lump sum payment includes all work activities that require a TMA, regardless of the number of deployments, relocations, or length of time utilized. No payment will be made for repair or replacement of damaged TMAs.

K. Optional Pavements JSP 06-06H

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the *thicker* pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for the following items.

Item No.	Description	Unit
403-99.05	Misc. Optional Pavement (I-55 Shoulder)	SY
403-99.05	Misc. Optional Pavement (I-55 and US-61 Temp. Cross-Overs)	SY

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.

4.2 Price Adjustment for Fuel. If the contractor accepts the option for fuel adjustment in the bid proposal, a fuel adjustment will be applied in accordance with Sec 109.14 for the type of pavement constructed.

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

M. Temporary Long-Term Rumble Strips JSP-13-04C

1.0 Description. The work shall include furnishing, installing, maintaining and removing long-term rumble strips, as shown in the plans, or as designated by the engineer.

2.0 Material.

2.1 The long-term rumble strips shall be 10 feet to 12 feet in length, fabricated from a polymer material, and be orange in color.

2.2 The long-term rumble strips shall have a minimum width of 4 inches, but no greater than 6 inches. The long-term rumble strips shall have a minimum thickness of 0.25 inch, but no greater than 0.50 inch.

2.3 The long-term rumble strips shall have a pre-applied adhesive backing for securing to the asphalt or concrete roadway surface.

3.0 Construction. Long-term rumble strips layout and spacing shall be in accordance with the plans or as approved by the engineer. The long-term rumble strips shall be installed and removed in accordance with manufacturer's recommendation. The contractor shall monitor and repair, and maintain if necessary the long-term rumble strips until removed.

3.1 Each set shall consist of five individual strips spaced ten to twelve feet on center.

3.2 The long-term rumble strips removal process shall not damage the roadway surface. If any damage occurs to the pavement during the removal of long-term rumble strips, the contractor shall replace or repair the damaged pavement at no cost to the Commission.

4.0 Method of Measurement. Measurement of long-term rumble strips will be per each complete set of five strips.

5.0 Basis of Payment. The accepted quantity of Temporary Long-Term Rumble Strips sets will be paid for at the contract unit price for 616-20.02, Temporary Long-Term Rumble Strips, per each set. The long-term rumble strips unit bid price shall include the cost of all labor, equipment and materials to install, maintain, and remove the rumble strips.

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

1.0 Delete Sec 616.11 and insert the following:

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

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change

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

2.0 Delete Sec 616.12 and insert the following:

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

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

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

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

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

(e) Worker apparel.

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

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

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

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

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

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

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

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

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

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

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

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

O. Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A

1.0 Description. All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Commission's Maintenance Lot
3359 East Outer Rd
Scott City, MO 63780
573-290-5925

2.0 Signal Equipment. All equipment {or specific equipment listed here} other than network communication devices noted in 3.0 are to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

3.0 Network Communication Devices. Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the address listed below. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling phone number listed below and providing details for the delivery.

Commission's Maintenance Lot
3359 East Outer Rd
Scott City, MO 63780
573-290-5925

4.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any

other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

5.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

P. High-Tension Guard Cable Barrier JSP 24-03

1.0 Description. This work shall consist of all labor, equipment, and materials to remove, install, repair, and replace a guard cable barrier system including all hardware and appurtenances as shown on the plans or as directed by the engineer. The cable barrier system shall function in accordance with the requirements of MASH 2016 or NCHRP 350, Test Level 3, and be approved by the Federal Highway Administration. Test Level 3 acceptable products, for use as a cable barrier system, are included in the list of pre-qualified products displayed on MoDOT's website. Acceptable products shall include galvanized high-tension wire ropes and anchorages.

2.0 Construction Requirements. Line posts shall be provided and installed in accordance with the manufacturer's shop drawings and shall be placed plumb. All posts in final position shall be free from any distortion, burring, or other damage. Spacing of the posts shall not exceed 20 feet.

2.1 Anchor Assemblies. An anchor assembly, as specified in the manufacturer's shop drawings, shall be constructed at each end of a cable barrier run. The anchor assembly shall function in accordance with the requirements of MASH 2016 or NCHRP 350, Test Level 3, and be approved by the Federal Highway Administration. Anchors shall be constructed on firm, stable, undisturbed soil to the minimum dimension shown on the shop drawings. Anchor bolts and anchor post slip bases shall be firmly held in position at the top by templates during concrete replacement. Backfill shall be thoroughly compacted with mechanical tampers with care taken to prevent damage to the finished concrete. Backfill shall be brought up level with the finished grade line.

2.2 Cable. The galvanized wire rope shall be ¾" pre-stretched 3 x 7 construction as approved by the Federal Highway Administration during the system's acceptance testing. Threaded terminals (wedge or swaged type) shall be furnished. Swaged terminals may be shop- or field-swaged. Threaded terminals shall be right hand (RH) or left hand (LH) threaded M 24 x 3 pitch to ANSI B 1.13 M. The body of the threaded terminal shall provide a minimum of 5.9" of wire rope penetration depth. Threaded terminals shall be galvanized after threading to ASTM A 151. Turnbuckle or rigging screws shall be of the size and shape shown in the manufacturer's shop drawings. Rigging screws shall be of a solid or closed body type with two inspection holes to determine threaded rope terminal penetration. Rigging screws shall be galvanized to ASTM A 153 after threading.

2.3 Cable Tensioning. The cable height above ground shall be in accordance with the manufacturer's shop drawings. The cable shall be tensioned immediately after initial installation. Tension shall be rechecked and adjusted, if necessary, three to five days after initial tensioning on cable system sections with lengths greater than 2500 feet. A tension log form shall be completed showing: the time, date, location, ambient temperature and final tension reading, signed by the person performing the tensioning, and furnished to the engineer upon completion of the work. This form shall also include the system manufacturer's recommended tension chart.

2.4 Delineators. Delineator spacing and reflector colors shall be in accordance with Sec 606.50.2.

3.0 Method of Measurement. Measurement of the cable barrier will be made from center of line posts, totaled to the nearest linear foot.

3.1 Anchor Assemblies. Measurement of anchor assemblies will be made per each.

4.0 Basis of Payment. The accepted quantities of cable barrier, anchor assemblies, cable barrier to guardrail interfaces will be paid for at the contract unit price with Item No. 606-99.03 High Tension Guard Cable (per linear foot) and Item No. 606-99.02 HTGC Anchor Assembly (per each). No direct payment will be made for delineators or setting post in rock.

Q. Guardrail Grading Requirements JSP-17-02B

1.0 Description. Guardrail installation and grading shall be in accordance with Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, and as described herein.

2.0 Construction Requirements. When guardrail and/or end treatment removal and replacement requires grading of the shoulder and/or slopes, Section 606.3.1(b), (c), and 606.3.1.1 of the Missouri Standard Specifications shall be waived and the following shall apply:

a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven day counting period shall start when the first piece of safety hardware is removed.

b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.

c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.

d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device shall be provided, installed and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.

e) Areas where guardrail and/or end treatments have been removed, but not yet replaced, shall be delineated in accordance with plans or as directed by the Engineer.

3.0 Non-Compliance. Non-compliance with this provision shall result in the immediate suspension of work in accordance with Sec 105.1.2. No work, including but not limited to additional guardrail removal and grading, shall be allowed to proceed except for work necessary to restore guardrail installation.

4.0 Basis of Payment. No direct payment will be made for compliance with this provision. Guardrail items, grading, and temporary traffic control devices will be paid for as provided in the contract.

R. Airport Requirements JSP-15-09

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

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

2.0 The maximum height of the improvement and the equipment operating while performing the improvements was assumed to be 55 feet above the current travelway during the process of evaluating the project for compliance with FAA Reg Part 77.

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

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

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

S. Concrete Pigmenting and Texturing

1.0 Description. This work shall consist of constructing, coloring (pigmenting), and texturing the concrete pavement for truck aprons and concrete median and concrete median strips for the splitter islands.

2.0 Construction Requirements. The textured, pigmented and sealed truck aprons, concrete medians, and concrete median strips shall be constructed in accordance with Sec 502 and Sec 608 and specifically as follows. The designated truck aprons, concrete median, and concrete median strips shall have a red textured Ashlar Stone brick pattern as approved by the engineer. All median strips shall have a 6-inch smooth edge on the top surface outlining the island or median strip for pavement marking.

2.1 The pigment shall be red in color and shall be free from oil, grease, dirt and nonferrous

particles and shall cause no adverse effects on the strength and overall integrity of the concrete. The material used for pigmenting shall be mixed into the concrete mixture prior to being placed for the truck aprons, concrete median, and concrete median strips. The contractor shall not be allowed to use surface only pigmenting material on the surface of the concrete. The coloring shall be one of the following approved coloring systems, or an equivalent as approved by the engineer.

a.) Stampcrete Integral Color, SC-21 Brick Red
b.) Solomon Colors SGS Integral Colors, 417 Brick Red
c.) Davis Colors Integral Color, 160 Brick Red

2.2 A minimum of 10 working days prior to the placement of the colored truck apron/concrete median/median strips, the contractor shall submit a sample of the colored and textured concrete section to the engineer. The sample shall be constructed using the identical process for coloring the truck apron, concrete median, and median strips. If, in the opinion of the engineer, changes need to be made to the color or the stamped pattern, a new sample shall be submitted before final approval will be given. The minimum size sample shall be 2 ft. by 2 ft. No direct pay will be made for providing this sample, regardless of the number of samples required by the engineer to achieve the desired surface and color.

3.0 Method of Measurement. Measurement will be made to the nearest 0.1 square yard.

4.0 Basis of Payment. All costs for complying with this special provision including all materials, equipment, labor, and other incidental work necessary to complete these items shall be considered completely covered by the contract unit price for the following pay items.

Item No.	Description	Unit
502-99.05	Misc. Truck Apron (Pigmented and Textured)	SY
608-99.05	Misc. 4 In. Concrete Median (Pigmented and Textured)	SY
608-99.05	Misc. 6 In. Concrete Median Strip (Pigmented and Textured)	SY

T. Central Island Grading at Roundabout

1.0 Description. This work shall consist of final grading of the central island of the roundabouts. After the temporary pavement is removed, the underlying earth shall be broken up and loosened through mechanical means to the satisfaction of the engineer. The grading shall be brought to the final grade shown in the plans, smoothed, loosely tamped, and without irregularities over 6 inches tall, but not compacted in such a manner as to make re-excavation difficult.

2.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provision.

1 REVISED

U. Overhead Sign Trusses

1.0 Description. This work shall consist of furnishing and installing overhead sign trusses as shown on the plans. All materials and construction procedures shall meet MoDOT specifications and specifically the applicable requirements listed in Section 903.

2.0 Basis of Payment. All costs associated with furnishing and installing the Overhead Sign Trusses shall include any additional materials, equipment, and labor, shall be considered completely covered by the contract unit price for the following items:

Item No.	Description	Unit
903-99.01	Misc. Sign No. 15, Type S Tubular Two Tube, 60 Ft.	Lump Sum
903-99.01	Misc. Sign No. 17, Type S Tubular Two Tube, 54 ft.	Lump Sum

1 REVISED

V. Horizontal Elliptical Class IV RCP

1.0 Description. This work shall consist of installing a horizontal elliptical pipe of the size specified on the plans. Elliptical pipes shall be in accordance with Sections 724 and 726 or as directed by the Engineer.

2.0 Material and Construction Requirements. Elliptical pipes shall be constructed in accordance with Sections 724.2 and 726.3.

3.0 Method of Measurement. Elliptical pipe shall be measured to the nearest 1.0 linear foot.

4.0 Basis of Payment. All costs incurred by the contractor by reason of their compliance with this provision shall be considered as included in and completely covered by the unit price for the following:

Item No.	Description	Unit
726-99.03	Misc. 14 in. x 23 in. Horizontal Elliptical Class IV RCP	LF

W. Special Provisions for Protection of BNSF Railway Company Interestes

To Report an Emergency on the railroad call: (800) 832-5452
The bridge (A05142) over the railroad is located on RIVER Subdivision, Milepost 135.96 DOT#: **663968K**
Current FRA data shows **3 daytime, 2 nighttime trains and 0 passenger trains.**

1.0 Authority of Railroad Engineer and Commission's Representative.

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

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

2.0 Contractor's indemnity Obligations to the Railroad.

2.1 The term "contractor" as used in this special provision includes any and all subcontractors. The contractor shall indemnify, defend and hold harmless the Railroad from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of whatsoever nature

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

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

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

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

3.0 Notice of Starting Work.

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

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

Mr. Jacob Rzewnicki
Manager of Public Projects
BNSF Railway
4515 Kansas Ave. Building 4B, 3rd Floor
Kansas City, KS 66106
Jacob.Rzewnicki@BNSF.com

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

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

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

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

4.0 Submittals and Actions Required During Construction Phase:

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

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

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

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

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

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

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

4.4 Required Construction Submittals: (Allow for 4 weeks for BNSF to review submittals)

4.4.1 All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

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

4.4.3 Examples of construction submittals required include but are not limited to:
Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

4.4.4 The following submittals will require a Professional Engineer, (PE) stamp: Critical Pick Plan (75% of capacity of crane, or multi-crane pick)
Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track
Demolition Plan Temporary Shoring Plan
Bracing Design Plan (non-standard only per DOT)

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

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

4.4.7 In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.

a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
c. Examples of OC submittals included in the above are:

I. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
ii. Falsework
iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
iv. Erection (overhead and underpass structures)
v. Construction Phasing Plans

d. Additional OC submittals required, but not included in the Guidelines are:
i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
ii. Contingency plans
iii. Additional OC submittals may be required on a project by project basis.

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

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.
Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

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

5.0 Interference with Railroad Operations.

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

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

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

5.4 The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay.

The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

6.0 Track Clearances.

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

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

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

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

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

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

7.0 Construction Procedures.

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

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

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

(c) In accordance with this special provision.

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

7.3 Excavation for Structure. The contractor shall be required to take special precaution and care in connection with excavating, shoring pits and in driving piles for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which the tracks carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by the Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans in accordance with the Missouri Standard Specifications for Highway Construction, hereinafter called "Standard Specifications". The responsibility for the design and construction of the sheeting rests solely with the contractor. The temporary shoring along the railroad tracks shall be designed for the Cooper E80 loading. The design shall insure that the shoring is braced or substantially securely to prevent movement. The contractor shall submit plans for the temporary shoring that shall be signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo. and then submitted for review by the Engineer.

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

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

7.6 Blasting.

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

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the contractor.

(b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

(c) No blasting shall be done without the presence of the Railroad Engineer. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed as mentioned in Section 2.2 of this job special provision, the contactor shall be required to arrange for the presence of the Railroad Engineer and such flagging as the Railroad may require.

(d) The contractor shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains,

as well as correcting, at contractor's expense, any track misalignment or other damage to the Railroad's property resulting from the blasting as directed by the Railroad Engineer. If contractor's actions result in delay of trains, the contractor shall bear the entire cost thereof.

7.6.2 The Railroad Engineer will:

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

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

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

7.8 Storage of Materials and Equipment.

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

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

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

7.10 Buried Cable and Other Buried Facilities.

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

to or while doing work on the Railroad's property or right of way. The contractor shall also use all reasonable methods when working on the Railroad's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on the Railroad's property or right of way.

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

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

9.0 Flagging Services.

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

9.2 Scheduling and Notification.

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

9.2.2 The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site.

Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad or an approved third-party flagging company. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad or an approved third-party flagging company. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to BNSFscheduling@wilsonco.com .

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

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

9.3 Payment.

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

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

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

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

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

The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8 hour basic day unless the flagger can be assigned to other Railroad work during the work day.

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

9.4 Verification.

9.4.1 Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Cheryl Townlian, Manager of Public Projects at (417) 829 4967. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Ms. Townlian as shown in Section 2.1 of this job special provision.

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

10.0 Haul Across Railroads.

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

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

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

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

necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

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

14.0 Insurance. The amount of work to be performed upon, over or under Railroad's right of way is estimated to be 1 percent of the contractor's total bid for the project.

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

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

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

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

- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

(b) Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

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

- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

(c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

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

- Waiver of subrogation in favor of and acceptable to Railroad.

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

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

14.2 Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Named Insured: BNSF Railway Company
(b) Description and Designation:
Route **I-55** County: Cape Girardeau
Job No. **J9P3122**
Construction across BNSF
at Subdivision: (River) MP: 0135.960
DOT# 663968K

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

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

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

15.0 Hazardous Materials Compliance and Reporting. Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor's work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad's property or right of way so long as such hazardous materials or hazardous substances were not caused by

(in whole or in part) contractor's work, acts or omissions. If contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any noncontainerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

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

16.0 Personal Injury Reporting. The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 352-7595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

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

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

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

18.0 Payment for Cost of Compliance. No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

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

18.1.1 Payment for plan submittal, Railroad plan review and Railroad inspection fees.

The contractor shall be responsible for all costs associated with the generation and submittal of Railroad plans required for the right of entry agreement. The Commission will be responsible for

and directly pay the Railroad for all Railroad review fees associated with these plan submittals and any onsite inspection and management fees charged by the Railroad. A line item (Railroad Plan Submittal) is provided for all costs associated with the generation and submittal of plans required for the Railroad right of entry agreement.

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

X. Island Tubular Markers

1.0 Description. Tubular markers shall be mounted on raised islands and median strip at the locations shown in the plans.

2.0 Requirements.

2.1 Island tubular markers shall have a height of 18 inches, 2 reflective bands with super high intensity prismatic sheeting in accordance with Sec 1042. and be constructed from thermoplastic polyurethane. The color of the island tubular marker and reflective bands shall match the pavement marking adjacent to which it is placed. The tubular post shall be in the shape of a "T" with a width of 3 inches and depth of 2 inches. The tubular post shall be capable of recovering from repeated vehicle impacts. The tubular post shall insert and be secured into a plastic base with horizontal locking pins. When the post is no longer serviceable. it shall be capable of being removed and replaced with an identical new post that can be manually inserted and locked into the existing base.

3.0 Construction Requirements. Island tubular markers shall be surface-mounted on the nose points of median strip and on the radius points of island noses. Raised islands and median strip shall be cleaned of dirt and debris prior to installation. All tubular markers shall be mounted using proper-sized anchor bolts according to the manufacturer's instructions.

4.0 Basis of Payment. The cost of all labor, equipment, and materials necessary to comply with this provision will be considered completely covered by the contract unit price for Item No. 903-99.02, Island Tubular Marker. per each.

Y. Tree Clearing Restriction JSP-07-05C

1.0 Description. The project is within the known range of the federally endangered Indiana bat, northern long-eared bat, and proposed endangered tricolored bat. These bats are known to roost in trees with suitable habitat characteristics during summer months.

1.1 MoDOT has determined that suitable trees for one or more of these bat species exist within the project area.

1.2 To avoid negative impacts to these bat species, removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.

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