1 REVISED

Job No.: JSR0021
Route: 60
County: Barry/Lawrence

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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Darrell R Cook

11/17/2026 11:35:33
DARRELL RAY COOK - CIVIL
MO-PE-2005000971

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

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

JOB NUMBER: JSR0021
BARRY COUNTY and /LAWRENCE COUNTY, MO
DATE PREPARED: 09/16/2026

ADDENDUM DATE:
R001: 11/17/2026

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

Job No.: JSR0021
Route: 60
County: Barry/Lawrence

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.

Notice to Proceed: January 19, 2027
Contract Completion Date: November 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
JSR0021	536	$3200

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 **$2000** 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.

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

4.0 Detours and Lane Closures.

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

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

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

elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Emergency Provisions and Incident Management

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

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

Missouri Highway Patrol – Troop D: (417) 895-6868		
MoDOT Customer Service: (417) 895-7600		
Barry County Sheriff	Barry County Office of Emergency	
(417) 847-6556	Management: (417) 737-1142	
Monett Rural Fire District	Barry-Lawrence County Ambulance	
(417) 342-9912	District: (417) 235-3102	
Lawrence County Sheriff	Lawrence County Missouri Emergency	
(417) 466-2131	Management: (417) 461-1077	
Aurora Rural Fire Department	Marionville Rural Fire Department	
(417) 678-5303	(417) 229-5013	
City of Monett	City of Aurora	City of Marionville
Fire: (417) 235-7799	Fire: (417) 678-5303	Fire: (417) 258-2273
Police: (417) 235-4241	Police: (417) 678-5025	Police: (417) 463-2111
Emergency Only Numbers		
911 *55 cell phone – Missouri Highway Patrol (417) 864-1160 – MoDOT Incident Management Coordinator		

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

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

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

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

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

Ray Cook, P.E., Project Contact
MoDOT Southwest District Office
3025 East Kearney
Springfield, MO 65803

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

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

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

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:

Adam Fields, P.E., Resident Engineer
MoDOT Southwest District, Joplin Regional Office
2915 Doughboy Drive
Joplin, MO 64804

Telephone Number: (417) 621-6334
Email: adam.fields@modot.mo.gov

F. 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.

G. Utilities

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

Utility Name	Known Required Adjustment	Type
AT&T Distribution Gene Lollis	Yes	Communication

727 S Pearl Ave. Joplin MO 64801 Phone: 417-499-7819 Email: il0967@att.com		
AT&T Transmission Jeremy Denny 2749 NW Hunter Dr., STE E, Blue Springs, MO 64015 Phone: 314-343-7228 Email: jd075b@att.com	None	Communication
Bluebird Fiber Mark Bower ODP Engineer, Bluebird Fiber 1904 N LeCempte, Bldg. 25 Springfield, Mo 65802 Phone: 417-708-3202 Email: mark.bower@bluebirdfiber.com	Yes	Fiber
Brightspeed Michael Edwards 2601 Waukesha Road, Silom Springs, MO 64772 Phone: 479-524-9943 Email: michael.edwards@brightspeed.com	None	Communication
City of Marionville Kris Bowlin 107 S Central Ave Marionville, MO 65705 Phone: 417-229-5013 Email: kbowling@marionvillemo.gov	None	Sewer
City of Monett Skip Schaller, PE Utilities Superintendent 217 5th St, Monett, MO 65708 Office: (417) 235-3763 Cell: (417) 737-0246 Email: skipschaller@monettmo.gov	None	Water

City of Purdy Kevin Cook 401 E State Hwy C, Purdy, MO 65734 Phone:417-442-3273 Email: cityofpurdy@mediacombb.net	None	Sewer
KAMO Power Chad Whitesell 500 South KAMO Drive Vinita, Oklahoma 74301 Phone: Phone | 918-256-5551 Email: cwhitesell@KAMOPower.com	Yes	Electric
Liberty Utilities Electric	Yes	Electric

Allec Uber 3400 Kodiak Road, Joplin MO 64804 Phone: 417-768-6344 Email: allec.uber@libertyutilities.com		
Liberty Utilities Water Juan Rodriguez 602 S. Joplin Ave Joplin MO 64801 Phone: 417-291-6276 Email: Juan.Rodriguez@libertyutilities.com	None	Water
Lumen Kimberly Singleton, Engineering Manager Email: kimberly.singleton@lumen.com Olsson (Lumen's contract engineer) Sandra Munoz-Cabuya 7301 W. 133rd Street, Suite 200 Overland Park, KS 66213 Phone: 913-748-2646	Yes	Fiber Optic
Ozark Electric Coop. Dan Lohkamp 2007 James River Ct. Nixa, Mo 65714 Phone:417-838-4283 Email: dan@ozarkelectric.com	Yes	Electric
Ozark Fiber Ryan Carmean 219 E Broadway St, Monett, MO 65708 Phone: 61-8779-1476 Ryan.carmean@ozarkfiber.com	None	Fiber Optic
Optimum Alexander Gomez 769 N. 20th Street Ozark, MO 65721 Phone: 316-644-2823 Email: alexander.gomez@optimum.com	None	Communication

Spire Baylee Godat 3025 SE Clover Drive, Lee's Summit, MO 64082 Phone: 816-334-8075 Email: baylee.godat@spireenergy.com	None	Communication
Windstream Communications Jerome Miles 1705 S Lillian Ave Bolivar, MO 65613 Phone: 417-276-1460 Email: jerome.miles@uniti.com	None	Communication

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

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

2.0 AT&T Dist.

2.1 Facilities. AT&T Distribution has existing facilities at intersections FR1100, FR1200, FR1235, and FR2210 that require relocation to the new utility corridor. Relocation will take place upon acquisition of the necessary right of way.

3.0 Bluebird Fiber

3.1 Facilities. Bluebird Fiber has existing lines at the intersection of FR 1100 that conflict with the proposed excavation. Relocation will take place upon acquisition of the necessary right of way.

4.0 Liberty Utilities Electric

4.1 Facilities. Liberty Electric has existing facilities at FR1180 and FR1200 that conflict with proposed excavation and will be relocated upon acquisition of the necessary right of way.

5.0 Lumen.

5.1 Facilities. Lumen has existing lines at FR1180 that are being relocated to the new utility corridor.

6.0 KAMO

6.1 Facilities. KAMO has existing facilities attached to Ozark Electric Cooperative's poles at FR1100 and will be relocated concurrently with OEC upon acquisition of right of way.

7.0 Ozark Electric Cooperative

7.1 Facilities. Ozark Electric Cooperative has existing facilities at FR1100 that conflict with roundabout construction. Relocation will take place upon acquisition of the necessary right of way.

H. Alternates for Pavements JSP-96-04G

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete, constructed on a prepared subgrade in accordance with the standard specifications and in conformity with the lines, grades, thickness and typical cross sections shown on the plans or established by the engineer.

1.1 Separate pay items, descriptions and quantities are included in the itemized proposal for each of the alternates. The bidder shall only bid one of the alternates and leave the contract unit price column blank for any pay item listed for any other alternate. If the bidder leaves any value in the unit price column for another alternate other than the one they are bidding, the bid will be rejected.

2.0 Pavements

2.1 Mainline Pavements

2.1.1 A sum of $_74,000_ will be added by the Commission to the total bid using an asphalt alternate for the *Alternate A* pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

2.1.2 A sum of $_33,100_ will be added by the Commission to the total bid using an asphalt alternate for the *Alternate C* pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

2.1.3 A sum of $_25,400_ will be added by the Commission to the total bid using an asphalt alternate for the *Alternate E* pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

2.1.4 A sum of $_61,500_ will be added by the Commission to the total bid using an asphalt alternate for the *Alternate G* pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

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

2.3 The grading shown on the plans was designed for the *thicker* pavement alternate.

2.4 Pavement alternates composed of Portland cement concrete shall have contrast pavements for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall comply with Sec 620. No additional payment will be for the contrast pavement markings.

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

4.0 Basis of Payment. The accepted quantity of the chosen alternate and other associated items will be paid for at the unit price for each of the appropriate pay items included in the contract.

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 For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for alternate pavements.

I. Contractor Furnished Surveying and Staking - SW

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

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

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

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

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

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

J. 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.

K. Quality Management NJSP-15-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Relocate and Remount Existing Sign on New PSST Post

1.0 Description. This item provides for relocating and mounting existing signs of various sizes to new posts at locations shown on the signing sheets.

2.0 Construction Requirements. The contractor shall install new posts at the locations shown and then mount existing signs to the appropriate post type as summarized on sheet D-29 and D-30 of the signing sheets. All work shall be in accordance with the construction requirements of Section 903.

3.0 Method of Measurement. Measurement will be made per each for relocating and mounting existing signs to new Perforated Square Steel Tube (PSST) Posts. Measurement for any concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

4.0 Basis of Payment. All cost incurred for relocating and mounting existing signs to new PSST posts at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item 903-99.02, Relocate and Remount Existing Sign on New PSST, per each. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

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

N. Access to Commercial Properties

1.0 Description. While working on and around commercial entrances, the contractor shall make

every reasonable effort to minimize any interference to business and to pursue the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless approved by the property owner and the engineer.

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

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

O. Bridge End Transitions

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

P. Loop Detectors

1.0 Description. This work shall consist of providing loop detectors for signal installations. Detectors shall be in accordance with the standard specifications and installed to provide detection at locations as shown on the plans or as directed by the engineer.

2.0 Method of Measurement. Method of measurement will be in accordance with Section 902.

3.0 Basis of Payment. Loop Detectors will be paid for at the contract unit price for Pay Item No. 902-85.00, Cable, Loop Detector, In Duct, per Linear Foot. No direct payment will be made for incidental items necessary to complete the work.

Q. Pavement Marking Log

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

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

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

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

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

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

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

R. Permanent Pavement Marking - SW

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

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

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

S. Tree Clearing Restriction

1.0 Description. The project is within the known range of the federally protected Indiana bat, tricolored, northern long-eared bat. These bats are known to roost in trees in summer months. MoDOT has determined that bat habitat exist within the project area. Therefore, to avoid potential negative impacts to roosting Indiana, tricolored, or northern long-eared bats, removal of all trees will only be allowed 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.

T. Sensitive Streams or Waterbodies Near Project Area

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

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

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

U. Karst Streams Near Project Area

1.0 Description. The project crosses, or is in the vicinity of, a losing stream that feeds groundwater. To avoid negative impacts to water quality and any sensitive species present in the watershed, water quality shall be protected from construction impacts.

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

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

V. 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.

W. Transverse Rumble Strips

1.0 Description. The work shall include installing transverse rumble strips, as shown in the plans, or as approved by the engineer.

2.0 Construction. The contractor shall install transverse rumble strips at the locations shown in the plans. The details for the installation of the transverse rumble strips are shown in the special sheets included in the plans. The contractor shall install the transverse rumble strips after the final lift of permanent pavement has been placed and before the installation of any permanent pavement marking.

3.0 Method of Measurement. Measurement of transverse rumble strips will be made in linear feet along a longitudinal line that is parallel to the centerline of the roadway.

4.0 Basis of Payment. The accepted quantity of Transverse Rumble Strips will be paid for at the contract unit price for Item No. 626-99.03, "Transverse Rumble Strip", per Linear Foot. The

Transverse Rumble Strips unit bid price shall include the cost of all labor, equipment, and materials to install the rumble strips, including mobilization.

X. Truck Apron (Pigmented and Textured)

1.0 Description. Truck Apron shall be constructed for large vehicle off-tracking. This work shallconsist of pigmenting, texturing, and sealing the concrete to give the appearance of brick pavers for the low-profile truck apron in the roundabout.

2.0 Materials. Truck Apron shall be 8-inch-thick concrete pavement with baskets. The Manufacturer shall submit to the Engineer, setting forth the brand name, designation (if any), composition and general description of the material to be used in the process of pigmenting. The manufacturer shall submit typical amounts of material to be used in the mixing of the concrete.

2.1 Pigment. Pigment shall be red in color and shall be free from oil, grease, dirt, and nonferrous particles and shall cause no deleterious effects to the concrete mix. The manufacturer shall guarantee that all materials used in the pigmenting process will have no deleterious effects on the strength and overall integrity of the concrete.

3.0 Texturing. After surface irregularities have been removed, the concrete shall be given a uniform surface finish to give the appearance of brick pavers. The method by which the surface is textured is left to the discretion of the Contractor. A stamp or roller device is preferred to maintain consistency. Hand texturing will be permitted in irregular areas where, in the opinion of the Engineer, a stamp or roller device would no longer be beneficial or would not give a satisfactory appearance to the surface of the concrete. Prior to placing the concrete, the Contractor and Engineer shall review all perceived areas where hand texturing may be necessary. The Engineer shall make all efforts to minimize the amount of area to be hand textured. The material used for tinting shall be mixed into the concrete prior to being placed. The contractor shall not be allowed to just place the tinting material on the surface. Tar paper shall be required around the border of the form so that the surrounding pavement will not be marred or stained.

4.0 Construction Requirements. Truck Apron shall be constructed with Medium to Dark Red Tinted Concrete in accordance with the requirements in Sec 501, 502, Sec 608, Sec 1056.

5.0 Method of Measurement. Concrete areas shall be computed to the nearest 1/10 square yard.

6.0 Basis of Payment. Payment for the above described work including all materials, equipment, labor, and any other incidental work necessary to complete the item shall be completely covered by the contract unit price for the following item:

502-11.08, Concrete Pavement (8 in. Non-Reinforced), per square yard

Y. RIGHT-OF-WAY CLEARANCE – DELAYED POSSESSION

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

Parcel 1 (David & Christopher Long) – New RW and TCE
Parcel 3 (Craig M. Christen) – New RW, and TCE

Parcel 10 (Virginia Ruscha Rooney, Trust) – New RW
Parcel 16 (Mayse Holdings II, LLC) – New RW
Parcel 17 (Janice Franklin) – New RW

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

1.2 The contractor shall schedule its work utilizing the available right of way until this tract is cleared for construction, which is estimated to be December 21, 2026. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the five tracts will be clear for construction. No encroachment, storage of equipment and materials or construction on these tracts shall be permitted until the contractor is notified by the engineer that these tracts have been acquired.

1.3 The contractor shall have no claim for damage for delay, disruption, interference or otherwise as a result of the unavailability of **Parcels listed above in Item 1.0.** The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these tracts as approved by the engineer.

Z. Provisions for Protection of BNSF Railway Company Interests

To Report an Emergency on the railroad call: (800) 832-5452
Lawrence County. US 60, USDOT# 673305F milepost 263.981 on BNSF Cherokee Subdivision in Marionville, MO. Current FRA data shows 7 daytime trains, 6 nighttime trains and 0 passenger trains daily.

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) The contractor shall be required to apply for, execute and comply with all provisions of a permit obtained by accessing the following link: http://bnsf.railpermitting.com

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 Interference with Railroad Operations.

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5.0 Track Clearances.

5.1 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.

5.2 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.

6.0 Construction Procedures.

6.1 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.

(d) Care shall be taken to avoid damage to concrete crossing panels. Milling within two (2) feet of concrete crossing planks shall be done manually or using specific machinery for fine mill work such as a milling attachment on a skid-steer or other means and methods approved by the engineer.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Blasting.

6.6.1 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.

6.6.2 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.

6.7 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.

6.8 Storage of Materials and Equipment.

6.8.1 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.

6.8.2 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.

6.9 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.

6.10 Buried Cable and Other Buried Facilities.

6.10.1 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.

6.10.2 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.

7.0 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.

8.0 Flagging Services.

8.1 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 require one flagger per 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.

8.2 Scheduling and Notification.

8.2.1 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 scheduled until the job site meeting has been conducted and the contractor's work scheduled.

8.2.2 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. 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:

Mr. Nathan Norris
BNSF Railroad
636-288-0534
nathaniel.norris@bnsf.com

And

BNSFScheduling@wilsonco.com

8.2.3 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.

8.3 Payment.

8.3.1 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.

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

8.3.3 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.

8.3.4 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.

8.4 Verification.

8.4.1 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 Mr. Jacob D Rzewnicki, Manager of Public Projects at 913-551-4275. 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 the BNSF Manager of Public Projects as shown in Section 2.1 of this job special provision.

8.4.2 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.

9.0 Haul Across Railroads.

9.1 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.

9.2 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.

10.0 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.

11.0 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.

12.0 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 workday. Any excavation near the walkway, the contractor shall install a handrail with a 12 feet minimum clearance from centerline of track.

13.0 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.

13.1 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 $2,000,000 each occurrence and an aggregate limit of at least $6,000,000 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 Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

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

(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 Railway.

(d) Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 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 remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railway 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.

13.2 Other Requirements:

13.2.1 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.

13.2.2 Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway 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 Railway for loss of its owned or leased property or property under contractor's care, custody or control.

13.2.3 Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by 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.

13.2.4 Prior to commencing the Work, contractor must furnish to Railway 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 Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railway, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Railroad:	Commission:
BNSF Railway Company	Ms. Brandi Baldwin
P.O. Box 140528	State Construction and Materials Engineer
Kansas City, MO 64114	MoDOT
Toll Free: 877-576-2378	P.O. Box 270
Fax number: 817-840-7487	Jefferson City, MO 65102

Email: BNSF@certfocus.com
www.certfocus.com

13.2.5 Any insurance policy must be written by a reputable insurance company acceptable to Railway 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.

13.2.6 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, Railway 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.

13.2.7 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 Railway as an additional insured, and requiring that the subcontractor release, defend and indemnify Railway to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railway herein.

13.2.8 Failure to provide evidence as required by this section will entitle, but not require, Railway 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.

13.2.9 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 Railway will not be limited by the amount of the required insurance coverage.

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

13.2.11 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:
Resurfacing (Resurfacing mill/fill) up to crossing of the south side.
Lawrence County US 60
Job No. JSR0021
USDOT# 673305F MP 263.981 Cherokee Sub in Marionville, MO.

13.2.12 The contractor must notify BNSF Manager of Public Projects at jacob.rzewnicki@bnsf.com when applying for railroad insurance coverage.

13.3 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.

13.4 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.

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

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

15.0 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.

16.0 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.

17.0 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.

1 ADDED

AA. Rigid Geogrid to Enhance Aggregate Base or to Enhance Rock Base NJSP-18-11B

1.0 Description. This work shall consist of furnishing and installing rigid geogrid base reinforcement, over a separation geotextile, on a prepared subgrade prior to the placement of the aggregate base or rock base as shown in the plans or as directed by the engineer.

2.0 Materials. The rigid geogrid shall be manufactured from a punched and drawn polypropylene sheet integrally formed into a biaxial or triaxial grid structure designed to provide significant mechanical interlock with the aggregate material being reinforced. The rigid geogrid structure shall be dimensionally stable to retain its reinforcement and interlock capabilities under repeated dynamic loads while in service and shall have high resistance to damage during construction, ultraviolet degradation, and all naturally encountered forms of chemicals, alkalis, acids, and biological degradation encountered in the materials being reinforced. Woven or flexible geogrids will not be allowed. A separation geotextile meeting the requirements of Sec 1011.3.4 shall be used in conjunction with the rigid geogrid. All aggregate base shall comply with Sec 304 and all rock base shall comply with Sec 303.

2.1 Physical Properties. The rigid geogrid shall meet the following properties:

Property	Test Method	Units	Geogrid Requirements1	
			MD	XMD
Rigid Geogrid Type	Observed	Punched & Drawn Polypropylene		
Aperture Shape	Observed	Equilateral Triangular, Rectangle, or Square		
Minimum Roll Width	Observed	feet	9	
Minimum Index Proerties (Unless indicated otherwise)				
Rib Thickness	Observed	inch	0.05	0.05
Maximum Aperture Dimensions[6,7]	Calipered	inch	1.3	1.3
Tensile Strength @ 2 % Strain	ASTM D6637	lbs/ft	410	620
Tensile Streingth @ 5 % Strain	ASTM D6637	lbs/ft	810	1340
Ultimate Tensile Strength	ASTM D6637	lbs/ft	1310	1970
Structural Integrity				
Junction Efficiency[2]	ASTM D7737 Method A	Percent	93	
Flexural Stiffness[3]	ASTM D7748	mg-cm	750,000	
Aperture Stability[4]	GRI GG9	m-N/deg	0.65	
Durability				
Resistance to Installation Damage[5]	ASTM D 6637	%SC / %SW / %GP	95 / 93 / 90	
UV Resistance @ 500 hours	ASTM D 4355	Percent	100	
Resistance to Chemical Degradation	EPA 9090 Emersion Testing	Percent	100	

Notes:

1. Minimum Average Roll Values (MARVs) determined in accordance with ASTM 4759, unless indicated otherwise. MD = Machine Direction; XMD = Cross-Machine Direction
2. Load transfer capability expressed as a percentage of ultimate tensile strength.
3. Resistance to bending force determined in accordance with ASTM D7748, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder"), and of length sufficiantly long to enable measurement of the overhang dimension.
4. Resistance to in-plane rotational movement measured by applying a 20 kg-cm (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter in accordance with GRI GG9.
5. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well-graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The rigid geogrid shall be sampled shall be in accordance with ASTM D5818 and load capacity shall be determined in accordance with ASTM D6637.
6. Nominal dimensions rounded to the nearest one tenth of an inch.
7. Maximum MD or XMD shall be no greater than or equal to 2*D85 of the aggregate base. Minimum MD or XD shall be no less than 1.0 inches.

2.2 Acceptance. The contractor shall furnish a manufacturer's certification to the engineer for each lot of material furnished stating the name of the manufacturer, the chemical composition and certifying that the material supplied is in accordance with this specification. The certification shall include or have attached typical results of tests from specific lots for all specified requirements. A rigid geogrid will be rejected at installation if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transport, handling or storage.

2.3 Handling. Each roll shall be clearly marked with manufacturer's name, brand name, lot number. During all periods of shipping and storage, the separation geotextile and rigid geogrid shall be protected from temperatures greater than 140 deg. F and all deleterious materials that might otherwise become affixed to the rigid geogrid and affect its performance. The manufacturer's recommendations shall be followed regarding protection from direct sunlight. The separation geotextile and rigid geogrid shall be stored off the ground in a clean, dry environment.

3.0 Construction. The separation geotextile and rigid geogrid shall be installed in accordance with the manufacturer's recommendations and with this job special provision.

3.1 Site Preparation. The surface shall be smooth and free of stumps, large stones, sharp objects, and debris that may puncture the separation geotextile or damage the rigid geogrid.

3.2 Separation Geotextile.

3.2.1 The separation geotextile fabric shall be used on all subgrades that require the rigid geogrid to prevent the infiltration of fines.

3.2.2 Separation Geotextile Installation. The separation geotextile shall be laid out smooth and applied with tension to minimize wrinkles or folds on the prepared subgrade. The separation geotextile shall be oriented such that the roll length runs parallel to the construction centerline.

3.2.3 Exposure. The separation geotextile shall be covered with rigid geogrid material the same day of placement to protect against unnecessary exposure.

3.2.4 Overlaps. The end of separation geotextile rolls and adjacent separation geotextile rolls shall be overlapped a minimum of 3 feet. The overlap shall be in the direction of anticipated aggregate placement and shall be held in place by U-staples, washer pins or aggregate piles.

3.3 Rigid Geogrid Installation. The ridid geogrid shall be laid out smooth and applied with tension to minimize wrinkles or folds on the separation geotextile. The rigid geogrid shall be oriented such that the roll length runs parallel to the construction centerline.

3.3.1 Exposure. The rigid geogrid shall be covered with aggregate base material the same day of placement to protect against unnecessary exposure.

3.3.2 Overlaps. The end of rigid geogrid rolls and adjacent rigid geogrid rolls shall be overlapped a minimum of 3 feet. The overlap shall be in the direction of anticipated aggregate placement and shall be held in place by U-staples, washer pins or aggregate piles.

3.3.3 Intermediate Splicing. The rigid geogrid may require intermediate splices to provide for a smooth layout minimizing wrinkles or folds around curves. Each splice shall be overlapped a minimum of 3 feet and kept taut with fasteners.

3.4 Aggregate Placement. Materials shall be placed onto the rigid geogrid from the edge or over previously placed aggregate. A minimum of 6 inches of crushed aggregate shall be placed over the rigid geogrid before construction equipment is allowed on the material. Construction equipment will not be allowed directly on the rigid geogrid. Rollers shall not use vibratory compaction. Avoid sudden stops or sharp turns when operation construction equipment over the rigid geogrid.

3.5 Damaged Areas. If any separation geotextile or rigid geogrid is damaged during installation, the contractor shall repair or replace the separation geotextile and rigid geogrid in accordance with manufacturer's recommendations. The contractor shall replace any separation geotextile and rigid geogrid damaged prior to or during installation at no expense to the commission.

4.0 Method of Measurement. Measurement of the separation geotextile and rigid geogrid will be made to the nearest square yard. Incidental overlaps for connections and splices are not included in the pay item.

5.0 Basis of Payment. Payment for the rigid geogrid will be paid for at the contract unit price for 304-99.05, Rigid Geogrid to Enhance Aggregate or Rock Base, per square yard. Payment for the separation geotextile will be paid for at the contract unit price for 624-01.04A, Separation Geotextile, per square yard.

1 ADDED

BB. 6 In. Temporary Pavement Marking Paint, White

1.0 Description. The contractor shall provide 6 In. Temporary Pavement Marking Paint, White in accordance with Section 620.2 and 620.10 in addition to the following.

2.0 Construction Requirements.

2.1 The contractor shall place and maintain the 6 In. Temporary Pavement Marking Paint, White on pavement undergoing the construction activities in accordance with Section 620.2.

2.2 Any damage or loss of 6 In. Temporary Pavement Marking Paint, White due to contractor operations will be replaced at the contractor's expense

3.0 Basis of Payment. The accepted quantity of 6 In. Temporary Pavement Marking Paint, White will be paid for at the contract unit price for 620-99.03, 6 In. Temporary Pavement Marking Paint, White per linear foot. This unit bid price includes the cost of all labor, equipment, and materials to install and maintain the temporary pavement marking.

1 ADDED

CC. Temporary Pavement Marking Tape 6 In., White

1.0 Description. The contractor shall provide Temporary Pavement Marking Tape 6 In., White in accordance with Section 620.2 and 620.10 in addition to the following.

2.0 Construction Requirements.

2.1 The contractor shall place and maintain the Temporary Pavement Marking Tape 6 In., White on pavement undergoing the construction activities in accordance with Section 620.2.

2.2 Any damage or loss of Temporary Pavement Marking Tape 6 In., White due to contractor operations will be replaced at the contractor's expense

3.0 Basis of Payment. The accepted quantity of Temporary Pavement Marking Tape 6 In., White will be paid for at the contract unit price for 620-99.03, Temporary Pavement Marking Tape 6 In., White per linear foot. This unit bid price includes the cost of all labor, equipment, and materials to install and maintain the temporary pavement marking.