

STATE OF MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION

JEFFERSON CITY, MISSOURI

CONSTRUCTING OR IMPROVING
CONTRACT I.D. 161216-G01

THIS JOB SHALL BE CONSTRUCTED UNDER
FEDERAL PROJECT NUMBER(S) : FAS-S601(001)

J7P3167 - VARIOUS ROUTES - VARIOUS COUNTIES

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.010, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
2. All bids shall be submitted electronically using "Bid Express Secure Internet Bidding" at www.bidx.com. Any paper bid submitted will be considered irregular per section 102.8 of the Missouri Standard Specifications for Highway Construction.
3. Please read all items in the bidding document carefully. The EBS files from MoDOT's website may be used for the itemized bid.
4. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation.
5. The bidder shall submit a Bid Guaranty meeting the requirements of Sec 102 of the Missouri Standard Specifications for Highway Construction. If submitting a project specific or annual bid bond, bidders must use the MoDOT provided bid bond forms. The project specific bond form is included in the request for bid. The project specific and annual bid bond forms are also available on MoDOT's website. Annual bid bonds shall be executed by June 15th of each year.
6. Submit the Subcontractor Disclosure Form in accordance with the bidding documents. For bids of more than \$2,000,000, each bidder shall submit with each bid a disclosure of the subcontracts that have a subcontract value that is equal or greater than twenty percent of the total project bid or subcontracts that are greater than or equal to \$2,000,000. If that information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form" pages with MoDOT on or before 4:00 p.m. of the third business day after the bid opening date.
7. Submit the DBE Identification Submittal in accordance with the bidding documents for Federal Projects Only.
8. Alternate Pavements; to exercise this option, separate pay items, descriptions and quantities are included in the itemized proposal for each of the two alternates. The bidder shall bid only one of the two alternates and leave the contract unit price column blank for any pay item listed for the other alternate.

- 9. When submitting a bid, your bid will still come through with "red" folders. You should make sure that it is not the Schedule of Items folder or the Signature and Identity of Bidder folder. Click on the yellow checkmark (Check Bid) at the top and it will list any errors in the bid. To view itemized folders, click the Tree View. This will show the status of the individual folders.

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Submitting a paper bid for a project
- b) Using a different bid bond form than the one provided
- c) Improper use of the Maximum Monetary Value Award Provision
-only used if bidding more than one project and should be in only one bid proposal
- d) Not obtaining a digital ID in advance of the letting
(obtaining a digital ID may take 5 business days)

All questions concerning the bid document preparation shall be directed to the Central Office - Design Division at (573) 751-2876. Project specific questions shall be directed to the project contact listed in the Job Special Provisions.

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Bid Bond*

Subcontractor Disclosure Form*

DBE Identification Submittal (Applies to Federal Projects Only) *

*These forms are also available on MoDOT's Website, www.modot.org under General Information on the Bid Opening Info page of the Contractor Resources site.

NOTICE TO CONTRACTORS

Electronic bids submitted through the Bid Express website for the proposed work will be received by the Missouri Highways and Transportation Commission until 11:00 o'clock a.m. (prevailing local time) on 12-16-16.

Bid bonds will be received at the office of the Secretary to the Commission in the Missouri Department of Transportation Central Office Building, 105 West Capitol Avenue, Jefferson City, Missouri; delivered by US Mail should be mailed to: Missouri Highways and Transportation Commission, Attention: State Design Engineer/Bid Bond, P.O. Box 270, Jefferson City, MO 65102 or delivered by parcel delivery services, (such as UPS, Fed Ex, DHL, etc.) should be shipped to Missouri Highways and Transportation Commission, Attention: State Design Engineer/Bid Bond, 105 West Capitol Avenue, Jefferson City, MO 65102.

(1) PROPOSED WORK: The proposed work, hereinafter called the work, includes:

****(1): Job J7P3167 Route Various VARIOUS County.
Resurface on various routes in the Southwest District, the total length of improvement being 117.944 miles.

Combination bids will be Not Required on the Jobs listed above.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2016," and "Missouri Standard Plans for Highway Construction, 2016", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. All questions concerning the bid document preparation shall be directed to the Central Office - Design Division at (573) 751-2876.

(3) PERIOD OF PERFORMANCE: If the bid is accepted, the bidder shall continuously and diligently prosecute the work in such order and manner as will ensure the completion of the work within the time specified in the Job Special Provisions in accordance with Sec 108.

(4) LIQUIDATED DAMAGES: The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages as specified in the Job Special Provisions to be recovered in accordance with Sec 108.

(5a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL: Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14. The bidder must select "Yes" for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision. This provision does not apply to Seal Coat.

EXCAVATION PRODUCTION
ASPHALT PAVING PRODUCTION AND HAULING
CONCRETE PAVING PRODUCTION AND HAULING
AGGREGATE BASE HAULING

(5b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX, OR POLYMER MODIFIED EMULSION MEMBRANE PRICE INDEX:

Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index, and/or Polymer Modified Emulsion Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

ASPHALT CEMENT
SEAL COAT
UNDERSEAL
POLYMER MODIFIED EMULSION MEMBRANE

(6) MAXIMUM MONETARY VALUE OF AWARDS ACCEPTED THIS BID OPENING: Bidders have the option to specify the maximum monetary value of awards that they will accept for the total of all bids they have submitted in the bid opening, Sec 102.7.2. If the bidder is submitting only one bid, or if the bidder does not want to specify a maximum monetary value for submitted bids, this section should not be completed. If a submitted bid upon correction exceeds the indicated maximum monetary amount, the bid may be

declared non-responsive. If a bidder's submitted bids show different values for the maximum monetary value, the lowest value will govern.

MAXIMUM MONETARY VALUE OF AWARDS ACCEPTED THIS BID OPENING

(Note: this amount should be entered in only one of the bids for this bid opening)

(7) COMBINATION BIDS: (Applies only if combination bids are specified. See cover and/or notice to contractor(s).) Combination bids will be in accordance with Sec 102.12. By selecting "ALL OR NONE", the bidder desires to combine all projects in accordance with Sec 102.12.2.1.

(8) BID GUARANTY: The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. MoDOT's bid bond and annual bid bond forms are available on MoDOT's website.

(9a) CERTIFICATIONS FOR FEDERAL JOBS: (Applies to Federal Projects only.) By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec.102.18.3 (regarding anti-collusion), and Sec.102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec.108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(9b) CERTIFICATIONS FOR STATE JOBS: (Applies to State Projects only.) By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.2 (regarding diseligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.5 (regarding Missouri Domestic Products Procurement Act). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

By selecting "No" the bidder REFUSES to make one or more certifications for the above items 9a or 9b. The bidder shall provide a statement of explanation for the refusal in the space below or by fax to the Design Division @ Fax no. 573-522-2281.

(10) ANTIDISCRIMINATION: The Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(11) PREFERENCE TO MISSOURI FIRMS IN AWARDING OF CONTRACTS: (Applies to State Projects only.) The bidder's attention is directed to Section 34.355 RSMo Supp 2000, et seq, which requires that preference be given in awarding contracts to firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal, or better, and the price quoted is the same, or less.

The law also requires that a contractor or bidder domiciled outside the state of Missouri shall be required, in order to be the successful bidder, to submit a bid which is the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for the Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri in a like contract or bid being let in his state. A contractor or bidder domiciled outside Missouri domiciliary shall also be required to submit an audited financial statement as would

be required of a Missouri domiciled contractor or bidder on a like contract or bid being let in the domiciliary state of that contractor or bidder.

For firms, corporations or individuals domiciled outside the state of Missouri, it is requested they submit the following information:

List the state of domicile

List address of all Missouri offices or places of business

I acknowledge that I have read, understand and completed the above Contract Provisions.

(12) Signature and Identity of Bidder

BY SUBMITTING THIS BID ELECTRONICALLY, I HEREBY ACKNOWLEDGE THAT ALL REQUIREMENTS INCLUDED IN THE HARD COPY REQUEST FOR BID, AND AMENDMENTS ARE A PART OF THIS BID AND CONTRACT.

*** AN ELECTRONIC PROPOSAL SUBMITTED AND SIGNED WITH A DIGITAL ID, UNDER THE PROVISION OF THE MISSOURI DEPARTMENT OF TRANSPORTATION, WILL BE CONSIDERED VALID AND BINDING. ***

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH THE APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

Select "No" ONLY if the bidder REFUSES to make this certification. The bidder may provide an explanation for the refusal with this submittal in the space below or by fax to the Design Division @ fax no. 573-522-2281.

USE OF ANOTHER PERSON'S DIGITAL ID IN THIS BIDDING PROCESS VIOLATES THE LAWS OF MISSOURI.

I acknowledge that I have read, understand and completed the above Electronic Bid Submission Certification.

DBE CERTIFICATION

(13) Trainees: (Applies to Federal Projects only) The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(14) Bidder's Certification for DBE Program and Contract Goal
(Applies to Federal Projects Only.)

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in the General Provisions. The contract goal for the amount of work to be awarded is 7.00% of the total federal project price. The bidder shall also complete the DBE Identification Submittal form in accordance with the General Provisions. This form is available on MoDOT's Website, www.modot.org under General Information on the Bid Opening Info page of the Contractor Resources site.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows: % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above box. If no percentage is specified, the bidder certifies that it agrees to and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to met the DBE contract goal, immediately below.

The DBE Identification Submittal form will be submitted via

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal:

(15) ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

State of MISSOURI
 Dept of Transportation
 Schedule of Items

Contract ID: 161216-G01
 Letting Date: 12-16-16
 Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 Roadway Items - J7P3167				
Alt Group				
0010	4091048 EMULSIFIED ASPHALT, SEAL COAT	595,180.000 GAL		
0020	4094001 SEAL COAT AGGREGATE, GRADE A1	1,093,684.00 SQYD		
0030	4094011 SEAL COAT AGGREGATE, GRADE B1	606,836.000 SQYD		
0040	4134000 BITUMINOUS FOG SEAL	21,510.000 GAL		
0050	6123000A TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	1.000 EA		
0060	6161005 CONSTRUCTION SIGNS	6,125.000 SQFT		
0070	6161009 FLAG ASSEMBLY	38.000 EA		

State of MISSOURI
 Dept of Transportation
 Schedule of Items

Contract ID: 161216-G01
 Letting Date: 12-16-16
 Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount		
			Dollars	Cts	Dollars	Ct	
0080	6161025 CHANNELIZER (TRIM LINE)	240.000 EA					
0090	6161040 FLASHING ARROW PANEL	1.000 EA					
0100	6161099 CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	10.000 EA					
0110	6208064 TEMPORARY RAISED PAVEMENT MARKER, TYPE 1	60,402.000 EA					
0120	6274000 CONTRACTOR FURNISHED SURVEYING AND STAKING	LUMP	LUMP				
	Section 0001 Total					0.00	
	Bid Total					0.00	

Contract Id: 161216-G01
Vendor Name:

Vendor Number:.

SUBCONTRACTOR DISCLOSURE

The bidder shall submit with this bid any subcontracts that meet the requirements of Sec 102. List below the name of each subcontractor that will be furnishing labor or labor and materials, the category of work that the subcontractor will be performing (e.g. asphalt, concrete, earthwork, bridges...), and the dollar value of the subcontract. Select "NONE" if there are no subcontractors that need to be disclosed.

If the information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form", located on MoDOT's website, on or before 4:00 p.m. of the third business day after the bid opening date, directly to the Design Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Telefax transmittal to MoDOT will be permitted at fax no. 573-522-2281 or e-mailed to subcontractor.disclosure@modot.mo.gov. The complete signed original documents do not need to be mailed to MoDOT, but the bidder shall have it available if requested by the Design Division or the engineer.

SUBCONTRACTOR NAME	DOLLAR VALUE OF SUBCONTRACT	CATEGORY OF WORK
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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we as principal and and as surety, are held and firmly bound unto the state of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the penal sum of 0.00 Dollars to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS the principal is submitting herewith a bid to the commission on

route(s)
in County(ies)
project(s)

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

This Bid contains 0 amendment files



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

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- F. Aggregate for Seal Coats
- G. Special Requirements for High Volume Routes
- H. Supplemental Revisions
- I. Contractor Quality Control
- J. E-Construction
- K. Stormwater Compliance Requirements
- L. Type 1 Temporary Raised Pavement Markers
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- N. Missouri and Northern Arkansas Railroad Requirement
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- P. Water Quality Control Measures in Consideration of Sensitive Species

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: J7S3085 VARIOUS COUNTIES, MO DATE PREPARED: 10/31/2016</p>
	<p>ADDENDUM:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: ALL</p>	

JOB
SPECIAL PROVISION

A. GENERAL - FEDERAL JSP-09-02B

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 "Bidding". 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 "Business"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to October 2016 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

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 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: Feb 6, 2017
 Completion Date: Nov 1, 2017

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on a route.

Job Number **Calendar Days**
 J7P3167 30 Calendar Days for each route

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$500.00** 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 above specified 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 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 4.1 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.

4.1 Daily Road User Costs.

Route	Daily Road User Cost
Barry County BU 37	\$1,800
Jasper County MO 43	\$1,800
Newton County Rte NN	\$1,800
Newton County MO 86	\$1,800
Stone County MO 86	\$1,800
Stone/Taney County MO 86	\$2,300
Stone/Taney County MO 265	\$1,800
Barton County MO 126	\$1,800
Christian County MO 413	\$1,800
Lawrence/Christian/Stone County MO 265	\$1,800

C. WORK ZONE TRAFFIC MANAGEMENT PLAN

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.

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, hours traffic control will be in place, and work hours.

2.2 Temporary full width road closures up to a maximum of 20 minutes will be allowed on routes with traffic volumes less than 400 ADT. Routes with 400 ADT or more may be considered for temporary closure up to a maximum of 20 minutes if adequate alternate routes are available and approved by the engineer.

2.3 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

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

2.5 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.

2.6 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

3.0 Work Hour Restrictions.

3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

3.2 The contractor shall not perform any construction operation on the active lanes during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 The contractor shall not perform any work between the hours of ½ hour before sunset until ½ hour after sunrise. No night time work will be allowed without submission of an adequate traffic control plan to cover nighttime operations and prior approval by the engineer

4.0 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.

D. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

John Sanders, Project Contact
SW District
3025 E Kearney St
Springfield, MO 65803

Telephone Number: 417-829-8039
E-mail: John.Sanders@modot.mo.gov

All questions concerning the bid document preparation can be directed to the Central Office – Design at (573) 751-2876.

E. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11

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

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

Missouri Highway Patrol Troop A (Bates, Benton, & Henry Counties): 816-622-0800
Missouri Highway Patrol Troop F (Morgan County): 573-751-1000
Missouri Highway Patrol Troop D (All Other Counties): 417-895-6868
MoDOT SW District Customer Service: 417-895-7600 (7:30 AM to 4:00 PM)
Barry County Sheriff: 417-847-3121 (Cassville)
Barton County Sheriff: 417-682-5541 (Lamar)
Bates County Sheriff: 660-679-3232 (Butler)
Benton County Sheriff: 660-438-6135 (Warsaw)
Cedar County Sheriff: 417-276-5133 (Stockton)
Christian County Sheriff: 417-581-2332 (Ozark)
Dade County Sheriff: 417-637-2312 (Greenfield)
Dallas County Sheriff: 417-345-2441 (Buffalo)
Greene County Sheriff: 417-868-4040 (Springfield)
Hickory County Sheriff: 417-745-6415 (Hermitage)

Henry County Sheriff: 660-885-7021 (Clinton)
Jasper County Sheriff: 417-358-8177 (Carthage)
Lawrence County Sheriff: 417-466-2131 (Mt. Vernon)
McDonald County Sheriff: 417-223-4319 (Pineville)
Morgan County Sheriff: 573-378-5481 (Versailles)
Newton County Sheriff: 417-451-8300 (Neosho)
Polk County Sheriff: 417-777-9020 (Bolivar)
St. Clair County Sheriff: 417-646-2565 (Osceola)
Stone County Sheriff: 417-357-6116 (Galena)
Taney County Sheriff: 417-546-7250 (Forsyth)
Vernon County Sheriff: 417-283-4400 (Nevada)
Webster County Sheriff: 417-468-2222 (Marshfield)
EMERGENCY NUMBERS
(*55 cell phone – Missouri Highway Patrol)
(417-766-3265 cell – 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 police agency.

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

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

F. AGGREGATE FOR SEAL COATS

1.0 Description. In addition to the requirements of Sec 1003, the following shall apply.

2.0 The use of flint chat from the Joplin area will not be permitted.

G. SPECIAL REQUIREMENTS FOR HIGH VOLUME ROUTES

1.0 Description. In addition to Sec 409, the following shall apply to any segments of routes specified to receive a fog seal treatment in addition to the Seal Coat Treatment.

2.0 Construction Requirements.

2.1 Seal coat shall only be placed when the ambient temperature and the temperature of the pavement on which it is to be placed is above 75 F.

2.2 A street sweeper shall be used to remove loose aggregate from the centerline of routes placed in two passes. Sweeping shall be completed the same day (or night) the aggregate is placed. The contractor shall repair any damage caused by the sweeper at no expense to the Commission.

2.3 After seal coating, regardless of the aggregate source or type, the surface shall be fog sealed in accordance with Sec 413.40. Pre-coating of aggregate will not be required.

2.3.1 Fog sealing shall be completed within 36 hours of the initial application of seal coat aggregate. Loose aggregate shall be removed from the surface prior to fog sealing.

2.3.2 Fog Sealing Application Rate. The diluted asphalt emulsion shall be uniformly applied at the rate of 0.10 gallon per square yard surface. The application rate may be adjusted as directed by the engineer. Application widths shall be such that an entire lane is covered in one application.

2.3.3 Fog Sealing Material. Asphalt emulsion grade CQS-1H shall be used.

3.0 Traffic Control. The lane shall be closed until the bituminous fog seal is cured. During application and curing of the fog seal, the contractor shall control traffic through the work zone by means of pilot vehicles as in accordance with Sec. 409. This shall be maintained until tracking is prevented.

4.0 Temporary Pavement Marking. In order to accommodate temporary pavement marking through the various treatments, additional quantities of Type 1 Temporary Raised Pavement Markers (TRPM) have been included in the contract for all routes receiving a fog seal treatment. The contractor shall use 2 TRPMs at each location specified in the standard plans and/or contract plans. The contractor shall remove the cover of one TRPM after the seal coat treatment has been applied. The contractor shall remove the cover of the second TRPM after the fog seal treatment has been applied.

5.0 Basis of Acceptance. For purposes of acceptance by the engineer, the combination of seal coat and fog seal will be considered an inseparable product. Determination of acceptance will be in accordance with 409.7. The contractor is responsible for any damage claims associated with the seal coat and/or with the fog seal until the route is accepted by the engineer.

6.0 Basis of Payment. Payment for bituminous fog sealing will be in accordance with Sec 413.40.

H. SUPPLEMENTAL REVISIONS JSP-09-01U

Insert Sec 109.15, Sec 109.16 and Sec 109.17, subsequent section renumbered accordingly:

109.15 Seal Coat Price Index. Adjustments will be made to the payments due the contractor for Seal Coat placed in accordance with Sec 409 of the Standard Specifications. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

109.15.1 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = B \times (0.68 \times 8.58/2000) \times (D - E)$$

Where:

- A = adjustment for Seal Coat placed during the index period
- B = gallons of seal coat placed during the index period
- D = average index price at the beginning of the period
- E = average index price at the time of bid

0.68 = factor to reduce volume of emulsion to AC only
(use average specific gravity of 1.03 for seal coat)

109.15.2 Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Asphalt Cement Price Index. Acceptance of this provision will apply to both the Asphalt Cement Price Index and Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index or Seal Coat Price Index.

109.16 Asphalt Underseal Price Index. Adjustments will be made to the payments due the contractor for Asphalt underseal placed in accordance with Sec 625 of the Standard Specifications. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

109.16.1 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = B \times (8.66/2000) \times (D - E)$$

Where: A = adjustment for asphalt underseal placed during the index period
B = gallons of asphalt underseal placed during the index period
D = average index price at the beginning of the period
E = average index price at the time of bid
(use average specific gravity of 1.04 for underseal)

109.16.2 Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Seal Coat Price Index.

109.17 Polymer Modified Emulsion Membrane Price Index. Adjustments will be made to the payments due the contractor for Polymer Modified Emulsion Membrane placed in accordance with Sec 413.30. Adjustment will be calculated in accordance with the Supplemental Asphalt Price Adjustment except as defined herein.

109.17.1 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A=B \times (0.9/2000) \times (D - E)$$

Where: A = adjustment for membrane placed during the index period
B = square yards of membrane placed during the index period
D = average index price at the beginning of the period
E = average index price at time of bid

109.17.2 Optional. This provision is optional. If the bidder wishes to be bound by the provision, the bidder shall execute the acceptance form in the Bid for Polymer Modified Emulsion Membrane Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election not to participate in the Polymer Modified Emulsion Membrane Price Index.

Delete Sec 403.2.5.2 and substitute the following:

403.2.5.2 Fibers. A fiber additive shall be used as a stabilizer in SMA Mixtures. Fibers shall be uniformly distributed by the end of the plant mixing process. The dosage rate for fibers shall be no less than 0.3 percent by weight of the total mixture for cellulose and no less than 0.4 percent by weight for mineral fibers.

Delete Sec 407 in its entirety and substitute the following:

407.1 Description. This work shall consist of preparing and treating an existing bituminous or concrete surface with bituminous material, in accordance with these specifications.

407.2 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Emulsified Asphalt or PG Liquid Asphalt	1015

407.3 Equipment. The contractor shall provide a system for heating and applying the bituminous material. The system shall be designed, equipped, maintained and operated such that emulsified asphalt or liquid asphalt, at even heat, may be applied uniformly on variable widths of surface up to 15 feet with uniform pressure and an allowable variation from any specified rate of ± 0.01 gallon per square yard. The system shall include a calibrated tank and a thermometer for measuring temperature of tank contents. The system shall be equipped with instrumentation that continuously verifies application rates. The calibration of the system shall be approved by the engineer prior to use, and the contractor shall furnish all equipment, material and assistance if calibration is required.

407.4 Construction Requirements.

407.4.1 Preparation of Surface. The existing surface shall be free of all dust, loose material, grease or other foreign material at the time the tack is applied. Any excess bituminous surface mixture or bituminous joint material will be removed by MoDOT without cost to the contractor before the tack is applied.

407.4.2 Application. Asphalt emulsion or PG liquid asphalt shall be applied uniformly with a pressure distributor at the minimum rates indicated in the following table. No dilution of the emulsified asphalt material shall be allowed. The tack coat material shall be heated at the time of application to a temperature in accordance with Sec 1015. The tack coat shall be properly cured and the tacked surface shall be clean of all dirt before the next course is placed.

Tack Coat Application Rates	
Surface Type	Minimum Application Rate (Gal. per sq. yd.)
New Asphalt Pavement	0.05
Existing Asphalt or Concrete Pavement	0.08

407.4.3 Tack. The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without tracking of asphalt emulsion. All exposed tack coat shall be covered with bituminous mixture prior to opening to traffic.

407.5 Method of Measurement. Measurement of asphalt emulsion to the nearest 10 gallons will be made in accordance with Sec 1015.

407.6 Basis of Payment. The accepted quantity of tack coat will be paid for at the contract unit price.

Amend Sec 620.10.3.1.1.1, and 620.10.3.1.1.2 to include the following:

620.10.3.1.1.1 Type 1 Preformed Marking Tape in Lieu of Type 2. Type 1 Preformed Pavement Marking Tape will be allowed in lieu of Type 2 Preformed Marking Tape (Grooved) at no additional cost to the Commission. This work shall be in accordance with Sec 620 and accompanying provisions except as modified herein.

620.10.3.1.1.2 Construction Requirements. Grooving will not be required when Type 1 Preformed Marking Tape is used.

Delete Sec 606.30.4 & 606.30.5 and substitute the following:

606.30.4 Method of Measurement. Measurement for crashworthy end terminals will be made for each unit assembled, installed and complete in place. Grading for crashworthy end terminals will be measured in accordance with [Sec 203](#) when roadway and drainage excavation is included in the contract, otherwise grading will be measured in accordance with Shaping Slopes, Class III or as directed on plans.

606.30.5 Basis of Payment. The accepted quantities of Type A, B C, D and E crashworthy end terminals, complete in place, will be paid for at the contract unit price. Payment will be considered full compensation for complete installation including any backup assemblies or other items necessary for proper installation of the end terminal or crash cushion as required. Grading for end terminals will be paid for at the contract unit price for roadway and drainage excavation if included in the contract; otherwise it will be paid for as Shaping Slopes, Class III. If the contractor elects to use a flared Type A crashworthy end terminal, additional embankment as shown on the plans shall be provided at the contractor's expense.

Insert Sec 620.80 by to including the following:

SECTION 620.80 CONTRAST PAVEMENT MARKINGS

620.80.1 Description. This work shall consist of furnishing and installing black contrasting pavement marking for intermittent markings (skips), dotted lines and solid intersection lane lines on new, and newly ground concrete surfaces. This work shall be in accordance with Sec 620 and accompanying provisions except as modified herein

620.80.2 Material. The black contrast marking shall be compatible with the white pavement marking material specified in the plans.

620.80.3 Construction Requirements.

620.80.3.1 The Contrast markings shall be accomplished by placing the black pavement marking according to manufacturer's recommendations.

620.80.3.2 The white marking shall be centered within the black marking such that there will be a 1.5 inch border of black on both sides of the white marking. Tolerances for the width and length of the black and white markings shall be in accordance with Sec 620.2.4.2.

620.80.4 Basis of Payment. There will be no direct payment for compliance with the requirements of this provision.

Delete Sec 1048.10.1.1 and substitute the following:

1048.10.1.1 Application. Application shall be in accordance with the manufacturer's recommendations.

I. 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.

J. E-CONSTRUCTION NJSP-15-36

1.0 Description. e-Construction is a paperless construction administration delivery process that includes electronic submission of construction documents, approval of documents with digital signatures, and communication between stakeholders by mobile devices. e-Construction saves both time and money for all stakeholders involved, simplifies document storage, and eliminates waste of paper and other resources. This provision does not apply to the contract or other contract execution documents.

2.0 Document Submittals.

2.1 The contractor shall submit all required documents to MoDOT electronically, except as described in section 2.2 of this provision. Documents to be submitted electronically include, but are not limited to, Change Orders, Request to Subcontract Work (C-220), Project Payrolls, Progress Schedules, Value Engineering proposals, Safety Plans, Quality Plans, Pre-Construction conference submittals, etc. All documents shall be submitted in standard pdf format, except when otherwise directed by the engineer.

2.2 The Affidavit for Compliance with the Prevailing Wage Law and the Contractor's Affidavit Regarding Settlement of Claims (Form C-242) require a notarization and therefore, by law, must be submitted on paper.

2.3 The engineer will submit project documents to the contractor via email or through other secure file sharing sites, except that the Contractor Performance Questionnaire will be submitted by certified mail.

2.4 Documents that require multiple signatures, such as change orders, must include all required signatures on the original electronic document, without scanning.

2.5 Project Payrolls from subcontractors shall be digitally signed by the subcontractor. Payrolls shall be submitted as separate files per contractor per pay period.

3.0 Digital Signature.

3.1 All electronic documents that require signature, such as those listed in section 2.1, must be signed electronically. Scanning an ink-signed document is not considered a valid digital signature.

3.2 All users who are authorized to sign documents for the contractor shall submit their Digital Signature Certificate (Public Key .fdf file) to the Division of Construction prior to signing any documents. This file is used to validate the user's signature on documents. An authorization letter is also required

for each person authorized to sign documents. A Digital Signature for Contractors Quick Reference Guide (QRG) is available on MoDOT's Engineering Policy Guide at <http://epg.modot.mo.gov/> (click on QRG in the left hand column).

4.0 Communication. The contractor shall be able to communicate and exchange information with MoDOT staff by email and mobile phone.

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

K. STORMWATER COMPLIANCE REQUIREMENTS NJSP-15-38

1.0 The land disturbance necessary to complete this project is not anticipated to exceed one (1) acre. Should the contractor disturb more than one (1) acre to complete the work, or for any other reason, all terms of this Job Special Provision will apply.

1.1 Description. The Contractor shall comply with the terms of the United States of America v. Missouri Highways and Transportation Commission Consent Decree (Consent Decree) that are identified as the responsibility of the Contractor or subcontractor, and with the terms of this provision. Viewing of the Consent Decree is available on the MoDOT Land Disturbance webpage under Contractor Resources, or by going to the web address www.modot.org/LD.

1.2 Applicability. The Consent Decree and this provision apply to any project that includes land disturbance of areas totaling greater than one (1) acre on the project site. The project site consists of all areas designated on the plans, including temporary and permanent easements. The Consent Decree and this provision do not apply to Contractor staging, plant, or borrow areas that are not located on MoDOT right of way (Off-site). The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

2.0 Stormwater Training for Contractor Employees. The Contractor's on-site project manager, designated Water Pollution Control Manager (WPCM), as defined in Section 3.0, and WPCM delegate, shall complete MoDOT Stormwater Training prior to serving in those roles. If someone other than the Contractor's project manager is given the authority to manage the grading or erosion control operations, the project manager(s) for those operations shall also complete MoDOT Stormwater Training. MoDOT Stormwater Training is also required for any other person who the Contractor gives authority to take measures to prevent or minimize the consequences of non-compliance with the Stormwater requirements, as defined in Section 3.1(a) of this provision.

2.1 The Commission will provide MoDOT Stormwater Training to the Contractor employees specified in Section 2.0 at a location and time determined by MoDOT. There will be no fee for attending the training; however, the Contractor shall be responsible for all other cost related to the training, such as travel expenses, if necessary, and wages for its employees. The time to complete the training is anticipated to be no more than 6 hours. As long as the Consent Decree is in effect, MoDOT will provide periodic trainings at various locations around the state, as needed, to ensure contractors and bidders have the opportunity to maintain the number of WPCMs they need to comply with this provision.

2.2 Those who require MoDOT Stormwater Training per Section 2.0 shall complete the training prior to beginning any land disturbance work. Thereafter, training shall occur at least once every two (2) years. The training is not project-specific. Any Contractor employee who receives the training will be qualified to perform the WPCM duties on any MoDOT project for a period of two (2) years.

2.3 MoDOT will document the names and dates that contractor employees attend MoDOT Stormwater Training and will retain those records for the period of time specified in the Consent Decree. Duplicate record keeping by the contractor is not required.

3.0 Water Pollution Control Manager (WPCM). Prior to the Pre-Activity meeting for Grading/ Land Disturbance, the Contractor shall designate a Water Pollution Control Manager (WPCM) to fulfill the duties and responsibilities listed in Section 3.1 until final stabilization occurs. The Contractor's on-site project manager may also serve as the WPCM or that role may be assigned to another manager employed by the contractor or a subcontractor. The Contractor shall also maintain a WPCM delegate to temporarily fulfill the WPCM duties in the absence of the primary WPCM (e.g. illness, vacation, other leave).

3.1 Duties of the WPCM:

- (a) Be familiar with Stormwater Requirements including the National Pollutant Discharge Elimination System (NPDES), the current MoDOT State Operating Permit for construction stormwater discharges/ land disturbance activities, the Project-specific Stormwater Pollution Prevention Plan (Project SWPPP), the Corps of Engineers Section 404 Permit, when applicable, the Consent Decree, and this provision. The Project SWPPP includes: a title page with project-specific information, the general SWPPP posted on the MoDOT land disturbance website, the Project Erosion & Sediment Control Plan, all applicable special provisions, and all applicable specifications and standard drawings;
- (b) Complete the stormwater training set forth in Section 2.0;
- (c) Attend the Pre-Activity for Grading/ Land Disturbance Meeting or, if hired after the meeting has occurred, be familiar with the conference decisions;
- (d) Review and sign the Project-specific SWPPP and all updates thereto within time periods set out in the Consent Decree;
- (e) Visit and review the project site for compliance with Stormwater Requirements at least once per week from the start of any grading operations until final stabilization is achieved and permit is closed;
- (f) Be authorized by the Contractor to supervise all work performed by the Contractor and subcontractors that involves compliance with Stormwater Requirements, including the authority to order work be stopped on a Project, implement MoDOT-directed changes in work related to Stormwater Requirements, and order the taking of, measures to cease, correct, prevent, or minimize the consequences of non-compliance with Stormwater Requirements;
- (g) Review and certify electronically each MoDOT inspection report for the Project within three (3) days of receiving each report to ensure it conforms with report requirements in the National Pollution Discharge Elimination System Stormwater (NPDES SW) Permit, Project SWPPP and

the Consent Decree and ensure that all Stormwater Deficiencies noted on the report are corrected within the time required;

- (h) Recommend in writing within three (3) days of discovering any changes in site conditions and Best Management Practices (BMPs) that require an update to the Project-specific SWPPP; and
- (i) Be the point of contact relating to Stormwater Requirements and the Consent Decree between the Contractor, Subcontractors and MoDOT.

4.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. At each Project, a Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance and shall include a physical visit and review of the project site. 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.

4.1 Contractor employees who shall attend the Pre-Activity Meeting for Grading/Land Disturbance include the WPCM for the Project and the person(s) designated the authority to manage the grading and erosion control operations.

4.2 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.

5.0 Compliance with the NPDES SW Permit and Project SWPPP. On all projects, the Contractor shall comply with all applicable Stormwater Requirements which are defined as, but are not limited to:

- (a) Consulting with the engineer on recommended design revisions to the Project SWPPP to accommodate the Contractor's staging plan, implementation, managing, and maintaining BMPs or other control measures to prevent or minimize sediment and other pollutants in stormwater runoff in accordance with contract specifications or any relevant manufacturer specifications and good engineering practices, including but not limited to the manuals (*Note: two manuals cited in the MoDOT permit are "Developing your stormwater pollution prevention plan: A guide for construction activities" and "Protecting Water Quality: A Field Guide to erosion, sediment and stormwater best management practices for development sites in Missouri"*) and any other applicable standards for sedimentation basins, stabilization, rock dams, brush checks, construction entrances, and other BMPs;
- (b) Installing all BMPs at the locations and relative times specified in the Project SWPPP; and
- (c) Complying with the Missouri Water Quality Standards and with effluent limitations in Section E.1 of the NPDES SW Permit. Measurement of effluent is not required except as specified in E.2.

5.1 Stormwater Deficiency Corrections. Per terms of the Consent Decree, Stormwater Deficiencies identified on the MoDOT Land Disturbance Inspection Report shall be corrected within 7 days of the inspection date to avoid stipulated penalties, except that more time might be 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.

6.0 Inspection Protocol. The Contractor and all subcontractors shall review and adhere to MoDOT's written Stormwater Inspection Protocol, found on the MoDOT Land Disturbance webpage (www.modot.org/LD). The Inspection Protocol is applicable to all Projects under the consent decree. The MoDOT Resident Engineer will serve the role of Stormwater Resident Engineer, or a delegate will be named in their absence.

6.1 Inspection Reports. MoDOT will provide one or more Environmental Construction Inspectors (ECI) to perform the weekly and post run-off inspections and other duties described in paragraph 17 of the Consent Decree. The ECI will enter the inspection reports into a web-based Stormwater Compliance database. The WPCM will have access to this database to view all report information, including any noted deficiencies, and to certify the report as required in Section 3.1 (g.). Automated email reminders of pending reports that need to be certified and for deficiencies that need to be corrected will be sent to the WPCM. The Contractor may designate other employees or subcontractor employees to have viewing access to this database and to receive the email reminders. Completion of MoDOT Stormwater Training is necessary in order to receive the email reminders. The WPCM and other users shall be equipped with an electronic device (desktop computer, laptop, tablet, smartphone, etc.) with a browser and internet access to connect to the database. The contractor shall be responsible for providing the electronic devices.

7.0 Stipulated Penalties. If the Contractor fails to comply fully and timely with the requirements of the Consent Decree, stipulated penalties will be assessed to the Commission. For matters under the Contractor's responsibility and control the following stipulated penalties will be assessed to the Contractor and MoDOT will withhold payment pursuant to the following:

Violation	Stipulated Penalty Amount
Failure to Designate or Maintain WPCM at each Project in Accordance with Section 3.0.	\$750 for the initial violation (each person not designated) and then \$750 for each fourteen (14) day period that person is not designated.
Failure to complete MoDOT Stormwater Training by an Individual Required to be Trained in Accordance with Section 2.0, such as the WPCM or Project Manager.	\$750 per person for each missed training. This \$750.00 per person violation shall continue to accrue for each fourteen (14) day period that the person fails to timely receive the applicable training
Failure of WPCM to Review and Certify an Inspection Report in Accordance with Inspection Protocol as set forth in Section 6.	\$250 per inspection report not reviewed or signed.
Failure to Comply with Any NPDES SW Permit or SWPPP Requirement.	\$1000 per violation for the first ten (10) days of the violation; \$2500 per violation for days 11-20; \$3500 per violation for days 21 and beyond.

Failure to Correct a Stormwater Deficiency Identified in a MoDOT Inspection Report, or Otherwise Discovered by the WPCM, within the Time Required by the NPDES SW Permit or SWPPP.	\$1000 per deficiency for the first ten (10) days after correction was required; \$2500 per deficiency for days 11-20 after correction was required; \$3500 per deficiency for days 21 and beyond after correction was required.
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8.0 Information Collection and Retention. The EPA, its representatives and its agents shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credential, to:

- (a) monitor the progress of activities required under the Consent Decree;
- (b) verify any data or information submitted to the United States in accordance with the terms of the Consent Decree;
- (c) obtain samples and, upon request, splits of any samples taken by MoDOT or its representatives, contractors, or consultants;
- (d) obtain documentary evidence, including photographs and similar data; and
- (e) assess MoDOT's compliance with the Consent Decree.

8.1 Until three (3) years after the termination of the Consent Decree, Contractors and the agents of the Contractors shall preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its Contractors' or agents' possession or control, or that come into the Contractor's or agent's possession or control, and that relate to MoDOT's performance of its obligations under the Consent Decree or to the Contractor's performance of its obligations under the Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

9.0 Basis of Payment. Should the contractor disturb more than one (1) acre due to its method of operations, or for any other reason, no direct payment will be made for compliance with this provision, including the cost to provide a WPCM. Should the engineer direct the contractor to exceed one (1) acre of land disturbance, payment will be made only for the actual cost of the weekly duties of the WPCM. Separate payment will be made for erosion and sediment control devices, and for permanent and temporary seeding and mulching, when payment for those items are provided elsewhere in the contract.

L. TYPE 1 TEMPORARY RAISED PAVEMENT MARKERS

1.0 Type 1 Temporary Raised Pavement Markers Application Staging. Temporary raised pavement markers shall be applied immediately following the final existing surface sweeping operation and prior to the application of the asphalt binder.

2.0 In areas where a bituminous fog seal is to be applied, 2 TRPM shall be applied at each location specified in the standard plans and/or contract documents. The protective sleeve of one TRPM shall be removed after completion of the seal coat and the protective sleeve of the second TRPM shall be removed after the fog sealing.

M. FOG SEAL

1.0 Description. The fog seal product shall be a fast breaking, fast setting cationic emulsified asphalt product for use on seal coats. It shall be capable of allowing non-turning traffic to return on the pavement surface in less than one hour at temperatures above 77° F and less than 50% humidity.

2.0 Material Requirements. The emulsified asphalt will meet the material property requirements in Table 1.

Test on Emulsion	Method	Min.	Max.
Viscosity @ 77° F (25° C), SSF	ASTM D88	20	500
Penetration of Residue from Distillation @ 77° F (25° C), 100 g, 5 s, dmm	ASTM D5	40	150
Sieve Test, %	ASTM D244		0.1
Residue from Distillation @ @ 500° F (260° C), %	ASTM D244	57	
Particle Charge	ASTM D244	Positive	

Table 1

N. MISSOURI AND NORTHERN ARKANSAS RAILROAD REQUIREMENTS

Route 265, Stone Co. and Rte. 126 Barton Co., MO J7P3167 Letting: **December 2016**

MNA RR – 4 locations

At-grade crossing DOT# 435 084B MP 477.8 Aurora Subdivision, Rte. 265, Stone Co. Crane MO.
 Railroad Over DOT# 435 062B MP 467.5 Aurora Subdivision, Rte. 265, Stone Co. south of Galena MO.
 At-grade crossing DOT# 443 233V MP 542.95 Nevada Subdivision, Rte. 126, Barton Co. near Boston MO.

1.0 Introduction.

1.1 These Railroad Requirements set forth terms and conditions agreed between the Missouri & Northern Arkansas Railroad Company, Inc. (Railroad) and the Missouri Highways and Transportation Commission (Commission), under which Railroad will allow the Commission's contractors to enter in and upon Railroad's real property, right of way, tracks and other facilities (Railroad's Property) to perform the contractor's work relating to this project.

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

1.3 The project is located at the following crossings:

At-grade crossing DOT# 435 084B MP 477.8 Aurora Subdivision, Rte. 265, Stone Co. Crane MO;
 Railroad Over DOT# 435 062B MP 467.5 Aurora Subdivision, Rte. 265, Stone Co. south of Galena MO;
 At-grade crossing DOT# 443 233V MP 542.95 Nevada Subdivision, Rte. 126, Barton Co. near Boston MO.

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

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

2.0 Authority of Railroad Representative and Engineer.

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

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

Mr. Rick Oeltjen
General Manager
Missouri & Northern Arkansas Railroad Company, Inc.
514 North Orner
Carthage, MO 64836
Email: Rick.Oeltjen@gwrr.com
TEL: (417) 313-3046 [office]
(417) 793-9966 [mobile]

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

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

3.0 Contractor's Indemnity Obligations to the Railroad. The contractor agrees to indemnify, defend and hold harmless the Railroad from and against any injury or death of persons whomsoever, or from any loss or damage to the Railroad's Property, caused by acts or omissions of the contractor in performing work on this project, whether on, over, under or in the vicinity of the Railroad's Property. In the event the contractor shall fail to restore the Railroad's Property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's Property is called to the contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the contractor. In addition to such remedies of the Railroad, the Commission will withhold from final payment due to the contractor the amount reasonably necessary to reimburse the Railroad for such loss or damage or for performing such work. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's Property.

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

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

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

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

4.4 The contractor's employees, representatives or agents who are regularly assigned to perform work on the Railroad's Property have been certified as having completed the Internet Safety Orientation available at www.rtrainers.com/RWTOnlineTraining/ where contractor needs to complete the course – 2014 Genesee & Wyoming Roadway Worker Protection Training for Railroad Contractors. This certification shall be renewed annually. In addition the contractor shall require that every employee, representative or agent who is not regularly assigned to perform work on the Railroad's Property has received appropriate safety training before performing any work on the Railroad's property. The cost of the Internet Safety Orientation, which is subject to change, is currently \$35 per person per year.

4.5 Right of Entry. At least forty five (45) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor shall enter into a Right of Entry Agreement with Railroad prior to working on Railroad property. The application for Right of Entry Agreement can be found at the following address: http://www.gwrr.com/real_estate/accessing_property.be

4.5.1 The applicant must submit the completed application to the Real Estate Department including a check or money order, to cover the non-refundable fee of \$1,500 made payable to the Railroad. The application must include railroad milepost, railroad subdivision, and scope of work.

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

5.0 Interference with Railroad's Operations.

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

5.2 The contractor shall arrange and conduct all of the contractor's work so that it causes no interference with the Railroad's operations, including train, signal, telephone, telegraphic services, damage to the Railroad's Property, poles, wires and other facilities of tenants on the Railroad's Property. Whenever the contractor's work may directly affect the operations or safety of trains, the contractor shall submit a written description of the method of doing such work to the Railroad

Representative for approval, but such approval shall not relieve the contractor from liability resulting from the contractor's work. Any work to be performed by the contractor that requires flagging service shall be deferred by the contractor until the flagging services are available at the job site.

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

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

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

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

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

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

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

7.0 Construction Procedures.

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

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

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

The contractor shall perform all such maintenance and repair of damages due to the contractor's operations at the contractor's expense.

9.0 Storage of Materials and Equipment.

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

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

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

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

12.0 Flagging Services.

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

12.1.1 In general, the Railroad may require flagging services whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's Property, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, to prevent unreasonable risks of accidental hazard to the Railroad's operations or personnel.

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

12.2 Scheduling and Notification of Flagging Services.

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

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

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

Mr. Rick Oeltjen
General Manager
Missouri & Northern Arkansas Railroad Company, Inc.
514 North Orner
Carthage, MO 64836
Email: Rick.Oeltjen@gwrr.com
TEL: (417) 313-3046 [office]
(417) 793-9966 [mobile]

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

12.2.5 After the contractor has begun work that requires flagging services, the contractor shall give not less than five (5) day's advance written notice to the Railroad before discontinuing flagging services and terminating the obligation to pay for flagging services. The contractor shall simultaneously provide a copy of this notice to the Engineer. If the contractor's work on or adjacent to the Railroad's Property is suspended at any time, or for any reason, then before the contractor resumes any work on or adjacent to the Railroad's Property, the contractor shall give advance, written notice to the Railroad and to the Engineer of its intent to resume such work. This notice shall provide sufficient details of the contractor's proposed work to enable the Railroad Representative to determine whether flagging services will be required before the contractor resumes its work on or adjacent to the Railroad's Property. The contractor shall give this required notice at least three (3) working days' before it intends to resume such work; however, the Railroad may take up to thirty (30) days after the contractor has given this notice before resuming flagging services at the job site. The requirements of this paragraph 12.2.5 shall not apply if the suspension and resumption of the contractor's work were previously scheduled with the Railroad pursuant to paragraph 12.2.2 of these Railroad Requirements, or the

suspension was caused by an emergency as provided in paragraph 12.2.6 of these Railroad Requirements.

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

12.3 Payment for Flagging Services.

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

12.3.2 The estimated cost of flagging services is approximately \$1,075 per day, based on an 8-hour work day and a 40-hour work week. The Railroad shall charge not more than its actual cost of providing these flagging services, which includes the base pay for the flagger or flaggers who actually performed the required flagging services, the Railroad's reasonable overhead costs, and the reasonable costs actually incurred for the flagger's travel expenses, meals and lodging if required. The Railroad may charge a maximum of one-hour travel time each way per day per flagger, for travel to and from the job site. A flagger's work in excess of 8 hours per day or 40 hours per week, but not more than 12 hours per day, will result in overtime pay at 1.5 times that employee's regular hourly rate. A flagger's work in excess of 12 hours per day will result in overtime pay at 2.0 times that employee's regular hourly rate. If a flagger performs required flagging services on a holiday, then the overtime pay rate shall be 2.5 times that employee's regular hourly rate. The Commission also shall reimburse the Railroad for its actual expenses reasonably incurred in preparing and handling invoices to the Commission for the cost of these flagging services. The Railroad's charges to the Commission shall be in accordance with applicable provisions of the Federal Aid Policy Guide issued by the Federal Highway Administration, including all current amendments.

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

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

12.4 Flagging Complaints. The contractor and the Railroad shall attempt to resolve any complaints concerning flagging services in a timely manner. If the contractor disputes the need for a flagger, the contractor shall notify the Railroad Engineer and the Engineer. The contractor shall confirm any verbal complaints in writing within five (5) working days, by sending a copy to the Railroad Representative and to the Engineer.

13.0 Temporary Construction Grade Crossing.

13.1 When the contractor has no reasonable alternate method of transporting construction materials and personnel across the Railroad's track, the contractor shall be make all necessary arrangements with the Railroad for the installation, maintenance and removal of one temporary grade crossing for a construction haul road. The contractor shall bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by the Railroad's personnel. The contractor shall execute the Railroad's standard Road Crossing Agreement covering terms and conditions for the temporary crossing.

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

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

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

15.1 Any work the Railroad performs.

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

15.3 Any delays due to compliance with these Railroad Requirements.

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

17.0 Insurance.

17.1 General Insurance Provisions. The contractor shall, at its sole cost and expense, procure and continuously maintain in force during this project, the insurance coverage required under this section 17 until the contractor has completed all project work on the Railroad's Property, has removed all equipment and materials from the Railroad's Property, and has cleaned and restored the Railroad's Property to the satisfaction of the Engineer and the Railroad Representative. The amount of work to be

performed upon, over or under the Railroad's Property is estimated to be **one percent (1%)** of the contractor's total bid for the project.

17.2 Commercial General Liability Insurance. The contractor shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$5,000,000 for each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "**Missouri & Northern Arkansas Railroad Company Property**" as the Designated Job Site.

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

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

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

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

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

Chip seal on various routes – MoDOT Job No. J7P3167

Missouri & Northern Arkansas Railroad Crossings:

At-grade crossing DOT# 435 084B MP 477.8 Aurora Subdivision, Rte. 265, Stone Co. Crane MO.

Railroad Over DOT# 435 062B MP 467.5 Aurora Subdivision, Rte. 265, Stone Co. south of Galena MO.

At-grade crossing DOT# 443 233V MP 542.95 Nevada Subdivision, Rte. 126, Barton Co. near Boston MO.

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

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

17.8 Other Insurance Requirements.

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

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

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

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

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

17.8.6 The fact that insurance is obtained by the contractor or by the Railroad on behalf of the contractor will not be deemed to release or diminish the liability of the contractor, including, without limitation, liability under the indemnity provisions contained in Section 3.0 of these Railroad Requirements. Damages recoverable by the Railroad from the contractor or any third party will not be limited by the amount of the required insurance coverage, except to the extent of any payments the Railroad has received pursuant to insurance coverage obtained and paid for by the contractor.

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

<u>Railroad</u>	<u>Commission</u>
Mr. Michael R. Morningstar Director of Risk Management and Claims Genesee & Wyoming Railroad Services, Inc. 13901 Sutton Park Drive South Suite 150 Jacksonville, FL 32224 Phone: (904) 900-6258 Fax: (904)223-4618	Mr. Dave Ahlvers State Construction & Materials Engineer MoDOT P.O. Box 270 Jefferson City, MO 65102

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

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

17.12 Cancellation of Insurance. The contractor and its insurers shall not cancel any of the required insurance coverage, except by permission of the Commission and the Railroad, or after thirty (30) days' written notice to the Commission and the Railroad at the addresses shown in subsection 17.9.

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

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

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

O. Special Provision for Chip Seal Projects

Delete Specification 409.6 and 409.7 of the Missouri Standard Specification and replace with the following:

409.6 Traffic Control.

409.6.1 During application of the seal coat, the contractor shall control traffic through the work zone by means of pilot vehicles traveling at a maximum speed of 35 miles per hour. The contractor shall designate a responsible person for receiving and resolving damage claims made by the public. This person shall be available by telephone during the contractor's normal business hours Monday through Friday.

409.6.2 Any route or portion of a route with an existing posted speed limit greater than 45 MPH shall have a temporary workzone speed limit posted at 45 MPH until the route has been accepted by the engineer or the engineer directs the contractor to remove the temporary workzone speed reduction. Existing speed limit signs shall be covered and temporary workzone speed limit signs placed at the same location.

409.6.3 The contractor shall provide contact information signs with their company name and phone number on a variable width by 24 inch tall sign with black lettering on an orange background. The first line shall state "CONTRACTOR" in uppercase 4 inch C highway font, the second line shall contain the contractor name in upper/lower case 4 inch B highway font and the third line shall contain the contractor's phone number in 4 inch C highway font. Signs shall be posted near the beginning and end of the project limits as approved by the engineer.

409.6.3.1 The contact information sign shall remain in place until the route has been accepted by the engineer and until, in the engineer's judgment, the route exhibits no more loose aggregate.

409.7 Basis of Acceptance. Evaluation of the route for acceptance shall be made no less than 14 days from completion of the route. Seal coat will be evaluated for acceptance by the engineer based on the following criteria:

- (a) No location having bleeding of binder in excess of two square feet or a combined area of bleeding greater than 10 square feet on any 50 foot length of two lane roadway.
- (b) No continued or ongoing tracking from seal coat onto other roadways or adjacent driveways.
- (c) No transverse and longitudinal construction joints from the seal coat application that are not straight, creates a bump, or produce a poor riding surface.
- (d) Longitudinal construction joints that are straight and contains no gaps.
- (e) No asymmetric appearance stemming from longitudinal grooves or ridges in the surface.
- (f) A pavement treatment having complete aggregate coverage with full adherence to the roadway.

409.7.1 The contractor is responsible for any damage claims that are associated with the seal coat until the route is accepted by the engineer.

409.7.2 In addition to the requirements of Section 107.11, the following shall apply:

The contractor shall pay 100% of reasonably supported claims for alleged damage from chip sealing operations provided:

- 1) The claimant notifies the contractor within 7 days of the actual work being performed
- 2) The claimant accurately states the route on which the work was performed
- 3) The claimant provides adequate supporting documentation for the claim

409.7.3 The contractor will supply an as-built video of the entire completed chip seal taken 7 days after the work was completed. The video will be taken such that it verifies it includes the entire project limits. A separate video will be submitted to MODOT for each individual route or section of route on which work is performed. Provided the video shows no evidence of aggregate loss, any claims brought to the contractors attention after 7 days should be investigated by the contractor and vetted via their normal claims processes.

P. WATER QUALITY CONTROL MEASURES IN CONSIDERATION OF SENSITIVE SPECIES

1.0 Description. North Fork Spring River and Spring River may serve as habitat for sensitive species near the project area. To avoid any negative impacts to these species, water quality shall be protected from construction and maintenance impacts.

1.1 Erosion and sediment controls must be utilized to ensure no runoff or material enters [stream name] from incidental roadway construction. Soil disturbance should be avoided in the area of Bridge A2690 and A2691 Rte 43 in Jasper County.

1.2 Material, water or residue shall not be allowed to enter the stream or floodplain. This shall include, but is not limited to, hydro-blasting, cold milling, sandblasting, scraping, paving or over-coating.

1.3 The contractor will not be allowed to perform any construction operations from, or enter North Fork Spring River and Spring River with any equipment whatsoever, at any time for the duration of this project.

2.0 Staging. No staging, storage, or refueling of equipment shall be allowed within 100 feet of A2690 and A2691.

3.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.