

ATTACHMENT A

Bid No.: D8PP-11007
Route: 5
County: Laclede

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

- A. General
- B. Work Zone Traffic Management Plan
- C. Project Contact for Contractor/Bidder Questions
- D. Emergency Provisions for Incident Management
- E. Utilities
- F. Variable Depth Concrete Whitetopping
- G. Americans With Disabilities Act (ADA) Compliance and Final Acceptance of Constructed Facilities
- H. BNSF Railway Requirements

	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	BID NUMBER: D8PP-11007 LACLEDE COUNTY, MO DATE PREPARED: 8/27/2010
Date: 8/30/2010	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: A - H	

ATTACHMENT A

Bid No.: D8PP-11007
Route: 5
County: Laclede

JOB
SPECIAL PROVISION

A. GENERAL – STATE

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

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

State Wage Rates

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

General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 Missouri Std. Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed 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. 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.

1.1 The contractor is advised that MoDOT maintenance personnel will be responsible for setting, maintaining, and removing the temporary traffic control devices for this project. The contractor shall notify Lebanon Regional Maintenance Supervisor, Ron Wheeler at 417-532-2909 or 417-766-5006, a minimum of one week in advance of any proposed construction activities. The one week advance notice will be required in order to reschedule personnel and to set the changeable message signs.

1.2 The bidding documents contain probable temporary traffic control measures for this project. The contractor shall review these traffic control measures and compare these plans to their

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

proposed construction operations. If the contractor's proposed construction operations require a different temporary traffic control plan from what is shown in the bidding documents, then the contractor shall notify the engineer a minimum of 48 hours prior to beginning any construction activities.

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 The contractor shall notify the engineer 48 hours in advance of any proposed lane closures or shifting traffic.

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

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

2.5 Traffic Congestion. The engineer will take proactive measures to reduce traffic congestion in the work zone.

2.5.1 Traffic Delay. The contractor is advised that if disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the engineer will 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.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the advance warning area shall extend as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, an advance warning shall be deployed forewarning the public of traffic congestion. The advanced warning shall be approved by the engineer and located no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 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.

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:00 p.m. to 6:00 a.m. for this project.

4.0 Detours and Lane Closures.

4.1 The Commission will install changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted or prior to any lane closures.

4.2 At least one lane of traffic in each direction on Route 5 shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

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

C. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Mark Mais, Project Contact
District 8, Project Development
3025 E. Kearney Street
Springfield, MO 65803
Telephone Number 417-895-7621
1-800-225-6483 (Limited Area)
e-mail mark.mais@modot.mo.gov

All questions concerning the bid document preparation can be directed to Andy McNeill in MoDOT's District 8 Procurement Office at (417) 895-7645.

D. EMERGENCY PROVISIONS FOR INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from 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 area engineer's office shall also be notified when the contractor requests emergency assistance.

ATTACHMENT A

Bid No.: D8PP-11007
Route: 5
County: Laclede

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 (573) 368-2345 BNSF Railway (573) 259-8620	
City of Lebanon	MoDOT Customer Service
Police: (417) 532-3131	(417) 895-7600
Fire: (417) 532-2104	(417) 895-7682
Emergency Only Numbers	
(800) 832-5452 - BNSF Railway *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.

E. UTILITIES

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Mr. Terry Rosenthal Engineer Laclede Electric Cooperative P.O. Box M 1400 E. Rte 66 Lebanon, MO 65536 417-532-3164 email: trosenthal@lacledeelectric.com	None
Mr. Richard Shockley Utility Operations Manager City of Lebanon 1401 W. Commercial Lebanon, MO 65536	None

ATTACHMENT A

Bid No.: D8PP-11007
Route: 5
County: Laclede

contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

F. VARIABLE DEPTH CONCRETE WHITETOPPING

1.0 Description. This work shall consist of producing and placing a variable depth bonded concrete overlay on asphalt (BCOA) as shown on the plans or as directed by the engineer. The BCOA pavement shall be in accordance with Sec 502, except as modified herein. The BCOA pavement shall consist of a fiber reinforced concrete pavement placed over a prepared asphalt surface. Unless otherwise specified on the plans, the minimum BCOA pavement thickness shall be 4 inches. The prepared base asphalt shall have a minimum thickness of 3 inches.

2.0 Material. All material shall be in accordance with Division 1000, Material Details, unless otherwise noted.

2.1 Fibers. Fibrillated polypropylene fibers shall be added at a rate of 3.0 pounds per cubic yard (1.8 kg/m³). All fibers shall be measurable by weight (mass). Fibers may be measured in bags, boxes or like containers with approval from the engineer. The containers shall be sealed by the fiber manufacturer, and shall have the weight (mass) contained therein clearly marked by the manufacturer. No fraction of container delivered unsealed or left over from previous work shall be used unless weighed. Fibers shall be added to the concrete mix and mixed according to the fiber manufacturer's recommendations.

2.2 Water-Reducers. An approved high range water-reducer admixture may be used. No re-dosing of high range water-reducing admixture will be permitted.

3.0 Mix Design.

3.1 Mix Approval. The contractor shall submit a mix design to Construction and Materials for approval in accordance with Sec 501. The mixture shall be designed to develop a minimum 28-

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

day compressive strength of 4600 psi. The maximum aggregate size shall be no more than one-third the thickness of the BCOA pavement.

3.2 Admixtures. Any admixtures used shall be certified by the fiber manufacturer for compatibility with the fibers used in the concrete.

3.3 Mix Adjustments. The contractor shall not make any mix design changes during placement of the BCOA pavement without prior approval from the engineer.

4.0 Construction Requirements. The QC/QA provisions of Sec 502 will not apply. At the removal limits, the contractor shall make a saw cut through the entire depth of the existing concrete whitetopping. The contractor shall exercise caution when removing the existing whitetopping as not to damage the concrete surface to remain in-place. Any damage to the existing whitetopping beyond the limits of removal shall be repaired or replaced as directed by the engineer.

4.1 Surface Preparation. The bituminous surface beyond the limits of the existing whitetopping shall be coldmilled in accordance with Sec 622.10 and as indicated elsewhere in the contract.

4.1.1 Prior to placing the BCOA pavement, the entire surface shall be thoroughly cleaned of all vegetation, dirt, mud and other objectionable material. All dust and loose particles shall be completely removed.

4.1.2 The asphalt surface temperature shall be less than 90 F (38 C) at the time of BCOA pavement placement. This may require night placement, water fogging or other suitable means of obtaining a cooler surface. At the time of placement of the BCOA pavement, there shall be no puddled water or other contamination to prevent bonding of the BCOA to the asphalt surface.

4.2 Placement. The following conditions shall be satisfied unless otherwise stated elsewhere in the contract.

4.2.1 Trucks used for transporting concrete may drive on the pavement being overlaid and the concrete may be deposited directly in front of the concrete spreader, provided no loose or foreign material is tracked onto the surface being overlaid.

4.2.2 The BCOA pavement shall be free of fiber balls when placed.

4.2.3 The concrete temperature shall not exceed 90 F when delivered to the site.

4.2.4 The BCOA pavement shall be placed to the final grade as established on the plans. Depending on actual location, the thickness of the BCOA will vary. The contractor will be responsible for setting the variable depth formwork necessary to obtain the revised roadway profile.

4.3 Surface Finish. The surface finish of the BCOA pavement shall be in accordance with Sec 502.

4.4 Joints. Sawing of the joints shall not cause excessive raveling. The longitudinal joints shall be aligned with the existing joints in the adjacent concrete whitetopping. The transverse joints

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

shall be spaced at approximately 4 foot centers. Transverse joints on adjoining lanes shall match. All sawed BCOA pavement units shall be square, except as necessary in pavement width transitions. In such cases, slight field adjustments may be made to maintain relatively square units. In no case shall the length to width ratio of any individual BCOA unit exceed 10 percent. The contractor is advised that the plans call for a variable depth BCOA. The contractor will be required to make modifications to the depth of the saw cuts depending on the placed depth of the BCOA pavement. The minimum depth of the joints shall be one-third of the actual BCOA depth and the width of the joint shall be 1/8 inch maximum. The joints shall not be sealed but shall be cleaned of all deleterious material after sawing. The engineer may require the contractor to replace BCOA pavement at the contractor's expense where cracking occurs due to late sawing.

4.5 Curing. Curing compound shall be applied at 1.5 times the normal application rate. If blankets are used for fast tracking, the blankets shall be light in color and shall not take the place of a curing compound. The temperature under the blanket shall not exceed 160 F. Blankets shall not be removed until the temperature under the blanket is within 40 F of the ambient temperature.

4.6 Opening to Traffic. BCOA pavement shall not be opened to all types of traffic until the concrete has attained a minimum compressive strength of 2500 psi. Compressive strength will be determined by tests conducted in accordance with MoDOT Test Methods.

5.0 Method of Measurement.

5.1 Material Furnished. Measurement for furnishing BCOA concrete will be made to the nearest 0.1 cubic yard for material incorporated into the BCOA pavement.

5.2 Material Placed. Measurement for placing BCOA pavement will be computed to the nearest 0.1 square yard.

5.3 Pavement Thickness Determination. For the purpose of determining the constructed thickness of the pavement the contractor shall supply the engineer with field measurements indicating the BCOA placement depths at 1/5 points along the centerline of each traffic lane. The engineer reserves the right to verify these field measurements prior to placing the BCOA pavement. If the engineer has reason to believe the 4 inch minimum depth requirement is not being satisfied to a point where a deduction in the contract unit bid price is justifiable, then the contractor will be required to verify the placed depth of the BCOA by taking cores in the areas directed by the engineer. The thickness of the BCOA pavement will be determined by the average caliper measurement of cores in accordance with AASHTO T 148. If the measurement of any core is deficient in excess of 3/10 inch below the 4 inch minimum thickness, additional cores will be taken at 10-foot intervals parallel to the centerline ahead and behind the affected location until the extent of the deficiency has been determined. Each core will represent the pavement thickness for a distance extending one-half the distance to the next core, measured along the centerline. In the case of a beginning or ending core, the distance shall extend to the end of the pavement section.

5.4 Pavement Strength Determination. The strength of the BCOA concrete will be determined by testing cylinders in accordance with AASHTO T 22. Cylinders will be tested at the rate of one per 500 cubic yards, or increment thereof. At a minimum, at least one test shall be made on each day BCOA is placed. Any 28-day cylinder strength below 4000 psi is

ATTACHMENT A

Bid No.: D8PP-11007
Route: 5
County: Laclede

unacceptable.

5.5 Final Measurement. Final measurement of the complete BCOA pavement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

5.6 Quantity of Cold milling. Measurement for cold milling bituminous pavement for removal of surface will be made in accordance with Sec 622.10.4.

6.0 Basis of Payment.

6.1 Material Furnished. The plan quantity for the furnishing of BCOA concrete will be paid for at the contract unit price for BCOA concrete, per cubic yard. Reimbursement for any additional concrete incorporated into the BCOA pavement will be in accordance with Sec 109.5.3 and shall not exceed the unit contract price.

6.2 Material Placed. The plan quantity for the placement of BCOA pavement will be paid for at the contract unit price for BCOA pavement, per square yard. No direct payment will be made for surface preparation following removal of the existing concrete whitetopping or cold milling of the adjacent bituminous surface. All cost for furnishing labor, equipment, reinforcement and other materials to place, finish, texture cure, and saw the joints in the BCOA pavement shall be included in the submitted per square yard unit bid price.

6.3 Pavement Thickness. Pavement thickness determination will be made after all smoothness correction has been completed. If any core measurement of thickness is deficient, the contractor may remove and replace the pavement at the contractor's expense or leave the pavement in place, and receive the following deductions in payment:

Deficiency in Thickness (Below the 4 inch Minimum)	Deductions, Percent of Contract Unit Price
0 to 3/10 inch (8 mm)	None
Over 3/10 inch (8 mm)	100

6.3.1 The above deductions will be applied to a section of pavement half way between adjacent cores and will include the entire paved width for a specific pass. Deductions for deficient thickness or damaged pavement may be entered on any estimate after the information becomes available.

6.3.2 Any pavement that is replaced shall be of a satisfactory quality and thickness that, when accepted by the engineer, will be included in the pay quantity. No payment will be made for any costs incurred in the removal of the deficient pavement.

6.3.3 Removal of pavement shall be from the edge to a longitudinal joint or between longitudinal joints and on each side of the deficient measurement until no portion of the exposed cross sections is more than 3/10 inch deficient, except that there shall be no less than 15 linear feet of pavement removed. If there remains less than 15 feet of acceptable pavement between the section that has been removed and a transverse contraction, expansion or construction joint, the contractor shall remove the pavement to the joint, at the contractor's expense.

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

6.4 Adjustments. Any adjustments in payment as a result of the profilograph index or pavement thickness deficiency of the BCOA pavement will be made to the unit contract prices for furnishing BCOA concrete, per cubic yard and placing BCOA pavement, per square yard. For this purpose, the volume of BCOA pavement placed per cubic yard price will be adjusted to a square yard price based on the average BCOA pavement thickness as supplied by the contractor and approved by the engineer.

6.5 Cold Milling. Payment for cold milling bituminous pavement for removal of surface will be made in accordance with Sec 622.10.5.

G. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act during construction of pedestrian facilities on public rights of way for this project. An ADA Post Construction Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Post Construction Checklist. The contractor can locate the ADA Inspection Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: Americans with Disabilities Act Accessibility Guidelines (ADAAG), Draft Public Rights of Way Accessibility Guidelines (PROWAG), MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize impacts that his equipment, subcontractors or general public may have on the tolerances as established in the checklist.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

established in the ADAAG. When ADAAG does not give sufficient information to construct the contract work, the contractor shall refer to the Draft PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Post Construction Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA Post Construction Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads and detectible warning systems that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Post Construction Checklist, the contractor shall complete any necessary adjustments deemed non-compliant as directed by the engineer.

5.1 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 documents.

5.2 No direct payment will be made to the contractor to recover the cost of the equipment, labor, materials, or time required to provide an accessible signed detour during the various stages and locations of construction.

H. BNSF RAILWAY REQUIREMENTS

To Report an Emergency on the BNSF Railway, call: (800) 832-5452

The project includes rebuilding the south approach to the BNSF crossing located at Mile Post 181.49 on the BNSF's Cuba Subdivision, designated as DOT# 673172R

1.0 Authority of Railroad Engineer and Commission's Representative.

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

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

2.0 Contractor's indemnity Obligations to the Railroad.

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

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

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

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

2.0 Notice of Starting Work.

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

(a) At least 15 days in advance of the date the contractor proposes to begin work on Railroad’s right of way, the contractor shall give the Railroad written notice by letter or by e-mail to the address below with copy to the Engineer who has been designated to be in charge of the work.

Ms. Cheryl Townlian
Manager of Public Projects
BNSF Railway
1625 N. Lexington
Springfield, Missouri 65802
(417) 829-2134
Cheryl.Townlian@bnsf.com

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

(c) Obtain the insurance coverage required in Section 12.0 of this job special provision. Contractor shall submit written evidence of such coverage to Railroad prior to commencing any work.

(d) Prior to performing any work on Railroad's property, right of way or in an area that may impact Railroad's operations, the contractor's employees, representatives or agents who are regularly assigned to perform work on the Project shall complete the safety orientation training available on the internet at www.contractororientation.com, hereinafter called, "Internet Safety Orientation". If the contractor's employee, representative or agent is not regularly assigned to perform work on the Project, hereinafter called "Flexible Worker(s)", the contractor shall ensure that any Flexible Worker receives appropriate safety training prior to performing any work on the Railroad's property, right of way or in an area that may impact the Railroad's operations. The content of safety training for Flexible Workers shall include the information covered in the Internet Safety Orientation. The approximate cost of the Internet Safety Orientation is \$11 per person, subject to annual escalation.

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

3.0 Interference with Railroad Operations.

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

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

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

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

3.4 The contractor shall be responsible for any damage to the Railroad as a result of work on the Project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

4.0 Track Clearances.

4.1 Minimum track clearances are to be maintained by the contractor during construction. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

- (a) Notify the Railroad Engineer at least 72 hours in advance of the work.
- (b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
- (c) Receive permission from the Railroad Engineer to proceed with the work.
- (d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

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

5.0 Construction Procedures.

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

- (a) Subject to the inspection and review of the Railroad.
- (b) In accordance with the Railroad's written outline of specific conditions.
- (c) In accordance with this special provision.

5.2 Maintenance of Railroad Facilities. The contractor shall be required to maintain 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 Railroad's right of way and repair any other damage to the Railroad's property, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

5.3 Storage of Materials and Equipment.

5.3.1 The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

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

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

5.5 Buried Cable and Other Buried Facilities.

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

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

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

7.0 Flagging Services.

7.1 When Required. Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

7.2 Scheduling and Notification.

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

7.2.2 Not later than the time that approval is initially requested to begin work on the Railroad's right of way (15 days), contractor shall furnish to the Railroad and the Commission a schedule for all work required to complete the portion of the Project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be provided until the job site meeting has been conducted and the contractor's work scheduled.

7.2.3 The contractor shall be required to give the Railroad Engineer at least 15 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad. When flagging begins, the flagger is usually assigned by the Railroad to work at the Project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take an additional 30 days. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to:

Mr. Jeff Faulkner, Roadmaster
BNSF Railway
508 Main Street
Cuba, MO 65453
(417) 829-2185 [Office]
(573) 259-8620 [Cell]

7.2.4 If, after the flagger is assigned to the Project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

7.3 Payment.

7.3.1 This project is a joint effort by the Commission and the Railroad, and the Railroad has agreed to provide Railroad flagging service at no cost to the Commission. The Commission and the Railroad expect the contractor will exercise due diligence in performance of the work. If it can be shown by the Railroad and/or the Commission that the contractor has failed to pursue the construction activities in a timely manner, then the contractor will be obligated to reimburse the Railroad for the direct cost of flagging services associated with this project. If the contractor is found liable for delays in the flagging schedule, then the Commission will deduct the actual cost of the Railroad's flagging services from the normal contractor payments. An estimated cost for flagger services can be found in Sections 7.3.2 and 7.3.3 below.

7.3.2 The cost of flagging service is approximately \$540 per day based on an 8-hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging. The charge to the contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses incurred preparing and handling invoices will also be charged to the contractor and/or the Commission. Charges to the contractor and/or the Commission by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8-hour basic day unless the flagger can be assigned to other Railroad work during the workday.

7.3.3 A maximum of one hour travel time each way per day per flagger will be required for travel to and from the Project.

7.4 Verification.

7.4.1 Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Cheryl Townlian, Manager of Public Projects at (417) 829-2134. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Ms. Townlian as shown in Section 2.1 of this job special provision.

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

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

8.0 Haul Across Railroads.

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

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

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

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

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

12.0 Insurance. The amount of work to be performed upon, over or under Railroad's right of way is estimated to be 100 percent of the contractor's total bid for the Project.

12.1 In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor shall be required to carry insurance of the following kinds:

- (a) Commercial General Liability Insurance, including contractual liability and products completed/operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of other, including loss of use thereof, and

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

including liability of Railroad, with minimum limits for bodily injury and property damage of \$2,000,000 for each occurrence, with an aggregate of \$4,000,000.

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this special provision shall be included on the policy with regard to the work being performed under the contract between the contractor and the Commission.

(b) Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per occurrence, on all vehicles used on Railroad's property during the term of the contract between the contractor and the Commission.

(c) Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the state of Missouri. The policy shall include occupational disease to required statutory limits, employer's liability of \$1,000,000 to include FELA, if appropriate, and an "all states" endorsement.

(d) A Railroad Protective Liability policy issued in the name of the Railroad with limits of \$2,000,000 for bodily injury and property damage per occurrence, with an aggregate of \$6,000,000. The policy shall remain in force during the construction phase of the Project and shall be provided prior to start of work. The following endorsements shall also be required:

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

12.1.1 In the event contractor utilizes umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy. Umbrella policies cannot be used for the Railroad Protective Liability coverage.

12.1.2 It is understood and agreed that these policies are primary and not contributory and release the Railroad as to payments of any earned premium. All insurance certificates provided by the contractor shall be satisfactory to the Railroad as to insurance carriers covering the risk and shall bear a cancellation clause providing that such insurance may not be canceled, amended, or allowed to lapse until the expiration of at least 30 days advance written notice to the Railroad.

12.1.3 With the exception of Workers Compensation, the Railroad shall be named an additional insured under the above mentioned policies.

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

12.1.4 The policies described above shall contain a "Waiver of Transfer Rights" endorsement to waive any right of recovery that the insurance company may have against Railroad because of payments made for bodily injuries or property damage.

12.1.5 Prior to the entry upon Railroad's property, the contractor shall furnish to the Railroad for approval the original Certificate of Insurance, the original Policy, or other satisfactory evidence that all the insurance, which contractor is obliged to furnish under the foregoing provisions, has been obtained and is being maintained.

12.1.6 Failure to provide evidence as required by this paragraph shall entitle, but not require, the Railroad to terminate immediately the agreement with the Commission with respect to the Project. Acceptance of a certificate that does not comply with this paragraph shall not operate as a waiver of the contractor's obligations.

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

12.1.8 For purposes of Section 12 of this job special provision, the Railroad shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

12.1.9 Evidence of insurance as required above shall be furnished to the addresses shown below for review by the Commission and approval by the Railroad:

Railroad:

BNSF Contract Compliance
P.O. Box 12010-BN
Hemet, CA 92545
Email: bnsf@ebix.com
Fax: 951-652-2882

Commission:

Mr. Dave Ahlvers
State Construction and Materials Engineer
MoDOT
P.O. Box 270
Jefferson City, MO 65102

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

- (a) Named Insured: BNSF Railway Company
- (b) Description and Designation:
 - Route 5, Laclede County
 - Bid No. D8PP-11007
 - Rebuilding the south highway approach
 - At DOT# 673172R

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

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

Notice To:

BNSF Contract Compliance

P.O. Box 12010-BN

Hemet, CA 92545

Email: bnsf@ebix.com

Fax: 951-652-2882

Copy Notice To:

Mr. Dave Ahlvers

State Construction and Materials Engineer

MoDOT

P.O. Box 270

Jefferson City, MO 65102

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

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

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

ATTACHMENT A

Bid No.: D8PP-11007

Route: 5

County: Laclede

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

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

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

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