

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

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

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

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

6.0 Construction Procedures.

6.1 General. Construction work on TRRA's property shall be:

(a) Subject to TRRA's inspection and review; and

(b) In accordance with these Railroad Job Special Provisions.

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

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

signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo. and then submitted for review by the Engineer.

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

6.5 Falsework. The Contractor shall take special precaution and care to prevent any material from falling on TRRA's property. The Railroad Engineer shall first approve all procedures for preventing material from falling on TRRA's property, including need of and plans for temporary falsework, but such approval shall not relieve the Contractor from liability. Before submission of plans to Railroad Engineer for approval, the Engineer will first review such plans.

6.6 Blasting.

6.6.1 The Contractor shall obtain advance approval of Railroad Engineer and the Engineer for use of explosives on or adjacent to TRRA's property, which approval shall be in Railroad Engineer's and Engineer's sole discretion. If permission for use of explosives is granted, the Contractor shall be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of Railroad Engineer. At least seventy-two (72) hours advance notice to the person designated in TRRA's notice of authorization to proceed as mentioned in Section 3.2 of these Railroad Job Special Provisions, the contractor shall be required to arrange for the presence of Railroad Engineer and such flagging as TRRA may require.
- (d) The Contractor shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting, at Contractor's expense, any track misalignment or other damage to TRRA's property resulting from the blasting as directed by Railroad Engineer. If Contractor's blasting or related activities exclusively cause any delay of trains, the Contractor shall bear the entire cost thereof.

6.6.2 Railroad Engineer will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if blasting is too hazardous or is not in accordance with this special provision.

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

6.8 Storage of Materials.

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

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

6.10 Buried Cable and Other Buried Facilities.

6.10.1 The Contractor acknowledges that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on TRRA'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. The Contractor shall be responsible for contacting Railroad Engineer, 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 TRRA's property or right of way. The Contractor shall also use all reasonable methods when working on TRRA's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on TRRA's property or right of way.

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

7.0 Damages. Railroad will not assume liability for any damages to the Contractor, Contractor's work, employees, servants, equipment and materials caused by railroad traffic, except to the extent that any damage or claim has been proximately caused by TRRA's intentional misconduct or sole or gross negligence. Any cost incurred by TRRA for repairing damages to TRRA's property or to property of TRRA's tenants, licensees, easement grantees and invitees caused by or resulting from the Contractor's operations shall be paid directly to TRRA by the Contractor.

8.0 Flagging Services.

8.1 When Railroad Requires Flagging. TRRA shall have sole authority to determine when flagging is necessary to protect TRRA's operations from the Contractor's activities relating to this Project. Whenever TRRA reasonably determines that flagging is needed, TRRA shall provide all necessary flagging services in accordance with these Railroad Job Special Provisions and the Agreement between MHTC and TRRA. The Contractor shall be responsible for arranging flagging services with TRRA, as required by TRRA, to accomplish the highway improvement. TRRA shall not unreasonably withhold or delay providing any flagging service that is needed pursuant to these Railroad Job Special Provisions.

8.1.1 Without limitation, TRRA may require flagging services in each of the following circumstances :

(a) any work (including the removal of existing structures or the construction of the new bridge) over any active track of TRRA.

(b) any work on the structures of the new bridge in close proximity with TRRA's tracks.

(c) transporting material or equipment over any active track, or any other operations involving the crossing of TRRA's tracks.

(d) any operations involving close proximity with power lines or TRRA's signal and communication lines, underground cables, fuel or oil facilities or pipelines, which might result in fire or damage to any of such facilities, or endanger TRRA's operations, or endanger the public in the transaction of TRRA business.

(e) any work which potentially impacts or violates operating clearances or which has a reasonable probability of accidental hazard to TRRA's traffic.

(f) at any other times when, in the opinion and discretion of TRRA, conditions warrant the provisions of flagging services, or otherwise upon the request of MHTC or anyone acting through or on behalf of MHTC.

8.1.2 However, if the Contractor works upon TRRA's property within distances that violate instructions given by Railroad Engineer, or performs work upon TRRA's property that has not been scheduled with Railroad Engineer, then TRRA may reasonably require one (1) or more flagmen to be assigned full time until the Contractor has completed all its work upon TRRA's property relating to this Project.

8.2 Scheduling and Notification of Flagging.

8.2.1 Not less than thirty (30) days before beginning work upon TRRA's property pursuant to this Project, the Contractor shall give Railroad Engineer advance written notice of the Contractor's intent to begin work within TRRA's property in accordance with these Railroad Job Special Provisions. These notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if the TRRA will require flagging. If the TRRA requires flagging, the Contractor shall not perform any work until the flagman or flagmen are present at the job site. Arrangements for flagging shall be confirmed not less than three (3) business days in advance of the need for flagging services. If any notices required to be given by this

paragraph are in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, the Contractor shall confirm that notice in writing with copy to the Engineer. TRRA may take up to thirty (30) days to provide flagging for this Project in response to the Contractor's first request. After flagging begins, TRRA usually assigns the flagman to work at the Project site on a continual basis until no longer needed and cannot provide flagging on a spot basis. If flagging becomes temporarily unnecessary and TRRA suspends flagging services, then TRRA may take up to thirty (30) days after the Contractor's request to resume flagging services for this Project. Due to TRRA labor agreements, TRRA may require the Contractor to give ten (10) working days notice before TRRA discontinues flagging services and ends the Contractor's responsibility for payment. The Contractor should address notification for flagging to:

Mr. C. R. McQueen, Jr.
Director Engineering Services & Administration
Terminal Railroad Association of St. Louis
1000 St. Louis Union Station, Suite 200
St. Louis, Missouri 63103
Office: (314)-539-4724
Fax: (314) 621-3673

8.2.2 The TRRA flagman assigned to the Project shall notify the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services have begun, and on the last day that flagman performs such services for each separate period that TRRA provides flagging services. The Engineer will document such notification in the Project records.

8.2.3 If, after the TRRA assigns a flagman to the Project site, an emergency arises that requires TRRA to reassign the flagman elsewhere, then the Contractor shall delay work on TRRA's property until a flagman is again available. The Contractor, not TRRA, shall bear any additional costs resulting from this delay. TRRA shall resume flagging for this Project as soon as possible after the emergency has ended. As used in these Railroad Job Special Provisions, the word "emergency" means an unforeseen event or combination of circumstances, or the actual results thereof, which call for immediate action by TRRA to render urgently needed assistance or relief, and which TRRA could not have foreseen or avoided in the exercise of ordinary care.

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

8.2.5 Upon request of TRRA, and at Contractor's expense, Contractor shall provide two-way radios for the use by TRRA's personnel engaged in the provision of flagging protection service as contemplated in this Contract.

8.2.6 Notwithstanding anything contained herein to the contrary, TRRA's providing of flagging protection services hereunder (or the performance of any other act by TRRA) shall not relieve, alter or otherwise modify MHTC's or Contractor's continuing obligations to discharge their duties associated with the Project, and by providing such flagging protective services, TRRA has not assumed any liability associated with MHTC's, Contractor's, their contractors' or subcontractors' actions or omissions in connection with the Project.

8.3 Payment for Flagging Services.

8.3.1 MHTC will pay TRRA directly for the cost of flagging services associated with the Project by deducting the amount from the normal Contractor payments.

8.3.2 TRRA shall submit progress invoices to the Engineer during the time flagging services are required. A final invoice shall be submitted to the Engineer within 180 days of completion of the Project. This is defined as the point in time at which MHTC and TRRA both accept the Project and the Contractor is relieved of contractual obligation. TRRA may, at its option, obtain payment directly from the Contractor.

8.3.3 If a dispute between TRRA, MHTC and the Contractor arises concerning the cost of flagging service, the full amount of TRRA's invoice will be deducted from the Contractor's payment request. However, MHTC will send only ninety-five percent (95%) of the amount requested to TRRA. MHTC will make a corrected payment once a settlement is reached between TRRA, MHTC and the Contractor.

8.3.4 Flagmen are generally classified as switchmen foremen.

8.3.5 The basic rate of pay for each flagman will be the TRRA's prevailing hourly rate in effect at the time the TRRA provides the flagging services. The current basic hourly rate of pay for an 8-hour day, Monday through Friday, is \$29.28.

8.3.6 The TRRA shall charge one and one-half times the basic rate if overtime is necessary or requested, and two and one-half times the basic rate applies if the TRRA provides flagging services on a holiday recognized by the TRRA. If the flagman is on overtime duty and the Contractor requires the flagman to work without taking a meal, then the TRRA may charge for a second meal period at the current basic hourly rate of pay for an 8-hour day, Monday through Friday (currently \$29.28).

8.3.7 In addition to the above basic hourly rate, the TRRA may charge for its related costs (additives) at the TRRA's normal additive rate (currently 82.24% = \$24.08 per hour) in effect at the time it provides the flagging services.

8.3.8 Headquarters of employees to be used as flagmen shall be located at 1201 McKinley Street, Venice, Illinois 62090.

8.3.9 The Contractor may furnish travel expenses, such as taxis, meals and accommodations for flagmen. Otherwise, the TRRA will charge an additional amount of \$25.00 per hour (or at the TRRA's normal rate in effect at the time it provides the flagging services) for transporting the flagmen to/from job site via TRRA vehicle or contract carrier.

8.3.10 MHTC shall reimburse TRRA for the full 8-hour day for each day when the TRRA provides any flagging services. MHTC shall also reimburse TRRA for providing flagging services on any day when the TRRA assigns the flagman to work on this project, and must pay the flagman (even though the Contractor may not be working on that day), if the TRRA cannot reasonably reassign the flagman to perform other work.

8.4 Flagging Complaints. TRRA and the Contractor shall resolve promptly any complaints about flagging. If the Contractor questions the need for a flagman it should telephone the Railroad Engineer, and TRRA's Manager of Public Projects. The Contractor shall confirm all telephone or oral complaints in writing within five (5) working days, with copies to the Railroad Engineer and MHTC's Engineer.

9.0 Haul Across Railroads.

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

9.2 Except for the maintenance and access roadways being constructed in accordance with the separate right of way easements to be acquired by IDOT, the Contractor shall not establish any crossing for transporting materials or equipment across the tracks of TRRA unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer.

10.0 Work for the Contractor's Benefit. 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 MHTC and TRRA, or will be covered by appropriate revisions to those documents, which shall be initiated and approved by MHTC and/or TRRA. If the Contractor desires any changes in addition to the above, then the Contractor shall make separate arrangements with TRRA to accomplish those changes at the Contractor's expense.

11.0 Cooperation and Delays. The Contractor shall cooperate with TRRA in scheduling any staged construction involving work by TRRA or its tenants, licensees, easement grantees and invitees. TRRA shall cooperate with MHTC's Contractor in scheduling the Contractor's work upon or over TRRA's property. The Contractor shall ascertain in advance, from TRRA, the lead-time required for assembling crews and materials, and include sufficient time for that in its work scheduling. The Contractor may not assert any charge or claim against MHTC or TRRA resulting from any hindrance or delay the Contractor experiences because of railway traffic relating to any construction work by TRRA, or any other delay that is reasonable or necessary to protect the safety of railway traffic, or any other delay resulting from any person's compliance with these Railroad Job Special Provisions.

12.0 Trainman's Walkways. The Contractor shall maintain an unobstructed continuous space suitable for trainman's use in walking along trains, which shall extend to a line not less than twelve feet (12') from centerline of track, along the outer side of each exterior track of multiple operated track and on each side of single operated track. Before the close of each workday, the Contractor shall remove all temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided. Beside any excavation near the walkway, the Contractor shall install a handrail with a minimum horizontal clearance of twelve feet (12') from centerline of track.

13.0 Railroad Percentage of Contractor's Total Project Bid. The amount of work to be performed upon, over or under TRRA's right of way is estimated to be ___ percent of the Contractor's total bid for the Project.

14.0 Insurance.

14.1 In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor shall carry the following insurance:

14.1.1 Commercial General Liability. Commercial General Liability Insurance having a combined single limit of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for all loss or liability, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name TRRA as an additional insured, and shall include a severability of interests provision and a waiver of subrogation.

14.1.2 Railroad Protective Liability. Railroad Protective Liability Insurance having a combined single limit of not less than Five Million Dollars (\$ 5,000,000.00) for each occurrence and Ten Million Dollars (\$ 10,000,000.00) in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The standards for the Railroad Protective Liability Insurance are as follows:

- (a) The insurer shall be rated A- or better by A.M. Best Company, Inc.
- (b) The policy shall be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - 1) CG 00 35 01 96 and CG 28 31 10 93
 - 2) CG 00 35 07 98 and CG 28 31 07 98.
- (c) The named Insured shall be identified as the Terminal Railroad Association of St. Louis.

14.2 Evidence of Insurance. The Declarations shall include the description of operations matching the project description in this Contract and shall include the appropriate MHTC project and contract identification numbers. The job number and project location shall appear on the Declarations and shall include the appropriate highway designation:

MoDOT Job No. _____

14.3 The name and address of the Contractor shall appear on the Declarations. The name and address of the MHTC shall be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party".

14.4 Other endorsements/forms that will be accepted are:

- (a) Broad Form Nuclear Exclusion -- Form IL 00 21.
- (b) thirty (30)-day Advance Notice of Non-renewal or cancellation.

- (c) Required State Cancellation Endorsement.
- (d) Quick Reference or Index Form CL/IL 240.

14.5 Endorsements/forms that will NOT be acceptable are:

- (a) Any Pollution Exclusion Endorsement except CG 28 31.
- (b) Any Punitive or Exemplary Damages Exclusion.
- (c) Known injury or Damage Exclusion form CG 00 59.
- (d) Any Common Policy Conditions form.
- (e) Any other endorsement/form not specifically authorized above.

14.6 If any part of the work is sublet, similar insurance, and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover the subcontractor's operations on TRRA's property.

14.7 Prior to entry on TRRA's property, the original Railroad Protective Liability Insurance Policy shall be submitted by the prime Contractor to the MHTC at the address below for review and transmittal to the TRRA. In addition, certificates of insurance evidencing the Contractor's and any subcontractor's Commercial General Liability Insurance shall be issued to the TRRA and the MHTC at the addresses below, and forwarded to the MHTC for review and transmittal to the TRRA. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without thirty (30) days advanced written notice to TRRA and the MHTC. No work will be permitted on the TRRA's property until the TRRA has reviewed and approved the evidence of insurance required herein.

TRRA
Mr. C. R. McQueen, Jr., Director
Engineering Services & Administration
Terminal Railroad Assoc. of St. Louis
1000 St. Louis Union Station, Suite 200
St. Louis, MO 63103

MHTC
Gregory J. Horn, P.E.
Mississippi River Bridge Project Director
Missouri Department of Transportation
707 N. Second Street, Suite 300
St. Louis, MO 63102

15.0 Guidelines for Personnel on TRRA's property.

15.1 The Contractor's personnel shall wear hard hats, and appropriate eye and hearing protection shall be used. Working in shorts shall be prohibited. Shirts shall cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots shall be prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle shall be adequate. Safety boots are strongly recommended.

15.2 The Contractor's personnel shall not be allowed within twenty-five feet (25') of the centerline of TRRA's track without specific authorization from the flagman.

15.3 All persons working near TRRA's track while any train is passing shall look out for dragging bands or chains and protruding or shifted cargo.

15.4 The Contractor's personnel shall not cross TRRA's track without specific authorization from the flagman.

15.5 All welders and cutting torches working within twenty-five feet (25') of TRRA's track shall stop when any train is passing.

15.6 The Contractor shall not cross or touch any rail of TRRA's track with any steel tape or chain without permission from the flagman.

16.0 Guidelines for Equipment on TRRA's property.

16.1 The Contractor shall not allow any crane or boom equipment to set up to work or park within boom distance plus twelve feet (12') from centerline of track without specific permission from the Railroad Engineer and flagman.

16.2 The Contractor shall not allow crane or boom equipment to foul track or to lift a load over the track without flag protection and track time.

16.3 All crane or boom equipment operators shall stay with their machines whenever crane or boom equipment is pointed toward TRRA's track.

16.4 All operators of cranes and boom equipment under load shall stop work while train is passing upon TRRA's track, including pile driving.

16.5 The Contractor shall secure all swinging loads to prevent movement while any train is passing upon TRRA's track.

16.6 The Contractor shall not allow any load to be suspended above a moving train.

16.7 The Contractor shall not allow any equipment within 25 feet of centerline of track without specific authorization of the flagman.

16.8 The Contractor shall not allow any tractors or any other equipment to touch the TRRA's ballast line without specific permission from Railroad Engineer and flagman.

16.9 The Contractor shall not allow any equipment or load movement within twenty-five feet (25') from, or anywhere above, a standing train or TRRA equipment without specific authorization of the flagman.

16.10 All operating equipment within twenty-five feet (25') of TRRA's track shall halt operations when a train is passing. The flagman may halt all of the Contractor's other operating equipment if the flagman views the operation to be dangerous to the passing train.

16.11 The Contractor's equipment, loads and cables shall be prohibited from touching rails.

16.12 While clearing and grubbing, the Contractor shall remove no vegetation from TRRA embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

16.13 The Contractor shall not park or store any equipment or materials on the TRRA's property unless the Railroad Engineer has granted specific authorization therefor.

16.14 The Contractor shall effectively immobilize all unattended equipment that is left parked on the TRRA's property, so that unauthorized persons cannot move it.

16.15 The Contractor shall turn all cranes and boom equipment away from TRRA's track after each workday or whenever unattended by an operator.

17.0 Legal Compliance and Hazardous Materials Reporting. Contractor shall comply with all applicable federal, state and local governmental laws and regulations—including the Resource Conservation and Recovery Act, the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act, and other environmental, health and safety laws and regulations to the extent these requirements are applicable to the Contractor's work performed under this contract. Notwithstanding the preceding sentence, the Contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on TRRA's property or right of way so long as the Contractor's work, acts or omissions did not cause them to be there. If the Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including any non-containerized commodity or material, on or adjacent to TRRA'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 TRRA of such discovery, by telephoning (618) 451-8478.

(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 the release.

18.0 Personal Injury Reporting. TRRA must report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. The Contractor immediately shall report any personal injury to any employee of the Contractor, subcontractor or Contractor's invitees while on TRRA's property, by phone, mail or preferably in person, to the Railroad Engineer. The Contractor shall complete the Non-Employee Personal Injury Data Collection Form and send it by Fax to Railroad Engineer no later than the close of shift on the date of the injury.

19.0 Failure to Comply. If the Contractor violates or fails to comply with any of the requirements of these Railroad Job Special Provisions, the TRRA may act as authorized in paragraphs (a) and (b) of this section, until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

(a) The Railroad Engineer may require the Contractor to vacate TRRA's property.

(b) 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. MHTC shall not separately pay for any extra cost the Contractor or TRRA incurs on account of compliance with these Railroad Job Special Provisions. The Contractor and TRRA shall include all such cost in the contract unit price for other items included in the contract. TRRA will not pay the Contractor for any work it performs to comply with these Railroad Job Special Provisions.

(Remainder of page intentionally left blank)

EXHIBIT 3

BUSINESS ENTITY'S AFFIDAVIT VERIFYING WORKER ELIGIBILITY FOR MHTC CONTRACT OR GRANT IN EXCESS OF \$5,000

STATE OF _____)
COUNTY OF _____) SS.

On _____, 2009, before me appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am (title:) _____ of (business entity name) _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

State of _____

My commission expires: _____

[Attach documentation of enrollment and participation in a federal work authorization program]

MISSISSIPPI RIVER BRIDGE PROJECTS

