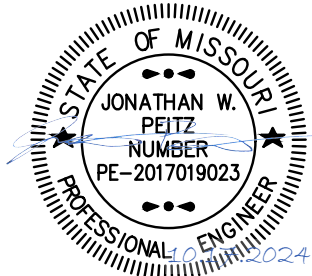


JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	General - Federal JSP-09-02K	1
B.	Contract Liquidated Damages JSP-13-01D	1
C.	Work Zone Traffic Management JSP-02-06N	2
D.	Project Contact for Contract/Bidder Questions JSP-96-05	5
E.	Emergency Provisions and Incident Management JSP-90-11A	5
F.	Supplemental Revisions JSP-18-01DD	6
G.	Utilities JSP-93-26F	11
H.	Cooperation Between Contractors – SW	14
I.	Coordination with Other Entities	15
J.	Optional Pavements JSP 06-06H	16
K.	9" Tinted Concrete Truck Apron	16
L.	ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C	17
M.	Special Concrete Curb & Gutter	18
N.	Temporary Surfacing Type 5 Aggregate	19
O.	Modified Type S Curb	19
P.	Access to Commercial Properties	19
Q.	Damage to Existing Pavement, Side Roads and Entrances	20
R.	Pavement Edge Treatment for Drop Off Conditions - SW	20
S.	Contractor Quality Control NJSP-15-42	20
T.	Contractor Furnished Surveying and Staking – SW	22
U.	Curb Ramps and Sidewalk – SW	23
V.	Tubular Structural Support	24
W.	No Value Engineering Proposals for 2.5 Inch Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors for 2.5 Inch Perforated Square Steel Tube (PSST) Posts	24
X.	Misc. Island Marking Face & Top of Curb	25
Y.	Removal and Delivery of Existing Signs JSP-12-01C	25
Z.	Permanent Aggregate Edge Treatment NJSP-15-40B	26
AA.	Permanent Pavement Marking - SW	26
BB.	Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A	27
CC.	Temporary Construction Fencing	27
DD.	Elliptical RCP	28
EE.	Elliptical Concrete Flared End Section	28
FF.	Class IV RCP	29
GG.	Class IV Concrete Flared End Section	29
HH.	Special Inlets	29
II.	Liquidated Damages Specified – Route CC Closure	30
JJ.	Tree Clearing Restriction JSP-07-05C	30
KK.	Right-Of-Way Clearance – Delayed Possession	31
LL.	Delayed Notice to Proceed	31
MM.	Property Owner Agreements	32
NN.	Protection Measures For Recharge Areas of Protected Species	32
OO.	MoDOT's Construction Workforce Program NJSP-15-17A	42

Job No.: J8S0736F
Route: CC
County: Christian

 JONATHAN W. PEITZ—CIVIL ENGINEER MO# PE-2017019023	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	Olsson 550 St. Louis Street Springfield, MO 65806 Certificate of Authority: 001592 Consultant Phone: 417-890-8802
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J8S0736F CHRISTIAN COUNTY, MO DATE PREPARED: 10/04/2024
	ADDENDUM DATE:

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

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02K

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the published versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. Contract Liquidated Damages JSP-13-01D

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Job No.: J8S0736F
Route: CC
County: Christian

Notice to Proceed: January 6, 2025
Completion Date: December 2, 2026

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

Job Number	Calendar Days	Daily Road User Cost
J8S0736F	NA	\$2,300
JSU0216	NA	\$2,000

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

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

NOTE: Work hour restrictions do not apply to phases of work being constructed under full intersection closures.

3.3 Except work done under full closures, 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 8:00 p.m. to 6:00 a.m. for this project.

4.0 Detours and Lane Closures.

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

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

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

D. Project Contact for Contract/Bidder Questions JSP-96-05

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

Kristi Bachman, PE – MoDOT Project Manager
Southeast District
3025 E. Kearney Street, Springfield, MO 65803
Telephone Number: 417-829-8040
Email: Kristi.Bachman@modot.mo.gov

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

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

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from 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.

Resident Engineer: Jason Evenden, 417-408-4650 - Cell

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 (417) 895-6868
MODOT Customer Service (417) 895-7600
Nixa Police Department (417) 725-2510
Nixa Fire Protection District (417) 725-4025
Christian County Ambulance District (417) 581-3700
Christian County Sheriff Department (417) 582-5330
MoDOT Incident Response (417) 864-1160

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

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

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

F. Supplemental Revisions JSP-18-01DD

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

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

Stormwater Compliance Requirements

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

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

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

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the

description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this

database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

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

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

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

Delete Sec 106.9 in its entirety and substitute the following:

106.9 Buy America Requirements.

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

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

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

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

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

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

106.9.4.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

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

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

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

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

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

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

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

Pavement Marking Paint Requirements for Standard Waterborne and Temporary

1.0 Description. High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

2.0 Material Requirements. Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.

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

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

G. Utilities JSP-93-26F

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

Job No.: J8S0736F
Route: CC
County: Christian

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Scott Hall 600 St. Louis, RM 630, Springfield, MO 65806 Phone: (417) 849-8265 Email: sh4949@att.com	Yes Section 2.0	Communications
City of Nixa Jason Stutesmun 1010 Eaglecrest P.O. Box 395 Nixa, MO 65714 Phone: (417) 725-2353 Email: jstutesmun@nixa.com	Yes Section 3.0	Water & Sanitary Sewer
Spire Energy Mr. Ken Stegall 520 E. 5 th Street Joplin, Mo. 64801 Phone: (417) 626-4831 Email: ken.Stegall@spireenergy.com	Yes Section 4.0	Gas
Liberty Utilities Shawn Stephens 3400 S Kodiak Road Joplin, MO 64804 Email: Shawn.Stephens@libertyutilities.com	Yes Section 5.0	Power
Ozark Electric COOP Logan Haden 2007 James River Ct. Nixa, MO 65714 Phone: (417) 724-5509 Email: lhaden@ozarkelectric.com	Yes Section 6.0	Power
MODOT SW District Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: (417) 766-3824 Email: joseph.dotson@modot.mo.gov	Yes Section 7.0	Signals, Lighting, ITS

K-Powernet (KAMO Fiber) Phillip Fansler PO Box 577 Vinita, OK 74301 Phone: (918) 944-3028 Email: pfansler@KAMOPower.com	Yes Section 8.0	Communications
Suddenlink Communications Greg McIntosh Phone: (417) 655-2622 Email: Greg.McIntosh@AlticeUSA.com	Yes Section 9.0	Communications
Sho-Me Technologies Brad McGoon 301 West Jackson St Marshfield, MO 65706 Phone: (417) 830-6717 Email: dmcgoon@shomepower.com	Yes Section 10.0	Communications
Liberty Connect Landon Dobbs 720 Schifferdecker Ave. Joplin, MO 65802 Phone: 417-483-2460 Email: Landon.dobbs@libertyutilities.com	Yes Section 11.0	Communications

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

2.0 AT&T –Distribution AT&T has exiting underground lines on both sides of Route CC (north and east legs) and Main Street the entire length of the project. AT&T plans to relocate lines south of the Route CC & Main Street intersection along Winona Way & Rosewood Lane. AT&T plans to relocate lines along both sides of the north leg of Route CC north of the Route CC & Main Street Intersection with a crossing near Sta. 73+20. AT&T plans to relocate lines along the north side of the east leg of Route CC between the Route CC & Main Street Intersection and Rosewood Lane and on Bothe sides of Route CC East of Rosewood Lane with a crossing of Route CC near Sta. 6+50. AT&T plans to have the relocations completed prior to the contractor notice to proceed.

3.0 City of Nixa

3.1 Water. City of Nixa – Water has conflicts with an existing fire hydrant in the southwest corner of Route CC & Rosewood intersection. Nixa – Water also has conflicts with the

proposed grading from Sta. 4+50 to Sta. 7+50 Rt. on the east leg of Route CC. Nixa – Water plans to have the relocations completed prior to the contractor notice to proceed.

3.2 Sanitary Sewer. City of Nixa – Sanitary Sewer has conflicts with an existing sanitary sewer line within the proposed roundabout at the Route CC & Main Street intersection. Nixa – Sanitary Sewer plans to relocate the sewer line to the east of Rosewood Lane crossing Route CC. Nixa – Sanitary Sewer plans to have the relocations completed prior to the contractor notice to proceed.

4.0 Spire Energy. Spire Energy has an existing steel high pressure gas main along the east side of the north leg of Route CC and Main Street. Spire plans to relocate the high pressure gas main further east near proposed R/W. Spire Energy plans to have the relocations completed prior to the contractor notice to proceed.

5.0 Liberty Utilities. Liberty Utilities plans to replace their overhead power lines along the north leg of Route CC & Main Street. Liberty Utilities plans to have the relocations completed prior to the contractor notice to proceed.

6.0 Ozark Electric COOP. Ozark Electric COOP plans to replace their overhead power lines along the north side of the east leg of Route CC. Ozark Electric COOP plans to lower their existing underground powerline and relocate a streetlight at the Route CC and Rosewood intersection. Ozark Electric COOP plans to have the relocations completed prior to the contractor notice to proceed.

7.0 MoDOT – Signals, Lighting, ITS. Contractor shall be responsible for removing the flashing light and providing and installing new roadway lighting as shown in the roadway plans.

8.0 K-Powernet (KAMO Fiber). K-Powernet has attachments to Ozark Electric COOP from station 3+90 to 6+50. K-Powernet plans to have the relocations completed prior to the contractor notice to proceed.

9.0 Suddenlink Communications. Suddenlink Communications has attachments to Ozark Electric COOP and Liberty Utilities poles. Suddenlink Communications plans to have the relocations completed prior to the contractor notice to proceed.

10.0 Sho-Me Technologies. Sho-Me Technologies has underground fiber along the east leg of Route CC from station 4+50 east to the east end of the project and along the east side of Rosewood Lane. Sho-Me Technologies plans to have the relocations completed prior to the contractor notice to proceed.

11.0 Liberty Connect. Liberty Connect has attachments to Ozark Electric COOP and Liberty Utilities poles. Liberty Connect plans to have the relocations completed prior to the contractor notice to proceed.

H. Cooperation Between Contractors – SW

1.0 Description. The contractor shall be aware that other contracts will be administered in the vicinity and timeframe as this contract.

Job No.: J8S0736F
Route: CC
County: Christian

1.1 Job Numbers J8S3138, J8S3138B and JSU0020 is an intersection improvement project on US 160 at the intersections of Route CC and Route AA and a Bridge repair project on US 160 over the James River. Construction is scheduled for 2023 and 2024.

1.2 Job Number J8S3245 is a bridge rehabilitation on Route J eastbound bridge over Rte. 65 in Ozark. Project involves bridge A3860. Construction is scheduled for 2025 and 2026.

1.3 Job Number 8P0605I is a widening project on US Route 65 from Route CC to Route 14. Construction is scheduled for 2024 and 2025.

1.4 Job Number 8P0605J is a widening project on US Route 65 from Route 14 to Route F with a bridge rehabilitation over the Finley Creek. Construction is scheduled for 2024 and 2025.

1.5 Job Number J8P3192 is an ADA improvement project at various locations in the Ozarks Transportation Organization (OTO) area. It includes locations on Route 14 and Route M in Nixa and on US Route 160 between US Route 60 and Plainview Road. Construction is scheduled for 2024, 2025, and 2026.

2.0 Requirements. The contractor shall coordinate work so as not to interfere with or hinder the progress or completion of the work being performed by the other contractor. The contractor shall also coordinate work to minimize impacts to the traveling public between the work zones.

2.1 The contractor will not be granted additional time due to conflicts with other contractors, unless approved by the engineer.

3.0 Basis of Payment. No direct payment or additional time 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.

I. Coordination with Other Entities

1.0 Description. The contractor shall coordinate traffic control, staging and any other items as determined by the engineer with other entities. The contractor will be required to attend coordination meetings and provide information regarding the project as directed by the engineer to the affected entities.

City of Nixa. – Must be invited to pre-construction conference and notified 2 weeks in advance of work on City streets and 1 week in advance of changes in traffic patterns on City streets.

Contact:

Jeff Roussell, Project Contact
City of Nixa
1111 Kathryn Street
Nixa, MO 65714

Telephone Number: 417-725-2353
Email: jroussell@nixa.com

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

J. Optional Pavements JSP 06-06H

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

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

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

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

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

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

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

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

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 401-99.05, Optional Pavement, per square yard.

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

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

K. 9" Tinted Concrete Truck Apron

1.0 Description. This work shall consist of 9-inch, non-reinforced Portland cement concrete pavement tinted red in accordance with the standard specifications and as shown on the plans or as directed by the engineer.

2.0 Materials. Concrete pavement shall conform to Section 502 and tinting agent(s) shall be installed per the manufacturer's instructions and recommendations. Color used in the pavement shall comply with Sec 1056, Concrete Tinting and Staining Material, and shall be integrated throughout the concrete mix. Surface applications to create colored pavement will not be accepted. The contractor shall submit to the Engineer a sample of the finished surface material that clearly demonstrates the color of material for approval prior to constructing the actual pavement.

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

4.0 Basis of Payment. The cost of all materials, labor, and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item 502-99.05, 9 IN. Tinted Concrete Truck Apron, per square yard

L. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA 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 Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

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

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide 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. This notification shall be made in writing. 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: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with

the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

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 compliant with MUTCD Section 6D that will be used 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. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

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 established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the 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 Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA 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. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved 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, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items 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.

M. Special Concrete Curb & Gutter

1.0 Description. This work shall consist of constructing the Special Concrete Curb & Gutter as shown on the plans and shall meet all requirements of Section 609.20.

2.0 Basis of Payment. Section 609.20.5 is supplemented by the following:

2.1 All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the contract unit price for:

Item No. 609-99.03, "3 ft Roll Back Curb & Gutter", per linear feet
Item No. 609-99.03, "2 ft Concrete Curb & Gutter", per linear feet
Item No. 609-99.03, "Nixa 2.5 ft Concrete Curb & Gutter", per linear feet

N. Temporary Surfacing Type 5 Aggregate

1.0 Description. This work shall consist of installing temporary surfacing in accordance with the standard specifications and as shown on the plans or as directed by the engineer.

2.0 Materials. Aggregate shall conform to Section 1007.3.

3.0 Method of Measurement. The quantities for temporary surfacing type 5 Aggregate will be measured in accordance with Sec 310.5.

4.0 Basis of Payment. The cost of all materials, labor, and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item 104-99.10 Temporary Surfacing Type 5 Aggregate, per ton

O. Modified Type S Curb

1.0 Description. This work shall consist of constructing the Modified Type S Curb as shown on the plans and shall meet all requirements of Section 609.10.

2.0 Basis of Payment. Section 609.10.5 is supplemented by the following:

2.1 All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the contract unit price for Item No. 609-99.03, "Modified Type S Curb", per linear feet.

P. Access to Commercial Properties

1.0 Description. While working on and around commercial entrances, the contractor shall make every reasonable effort to minimize any interference to business and to pursue the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless approved by the property owner and the engineer.

1.1 The contractor shall contact each business to advise them of the work that will take place before working around each business entrance. In some cases where a property has more than

one entrance, the property owner may have a preference on whether to have one entrance closed while working around it or whether to have the entrances worked around one-half at a time. The contractor is required to do the work according to each individual property owner's preference. The contractor is not to disturb any existing trees, landscaping, small block walls or irrigation lines. The contractor will solely be responsible for repairing any damage to the property caused by contractor operations.

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

Q. Damage to Existing Pavement, Side Roads and Entrances

1.0 Description. This work shall consist of repairing any damage to existing pavement, curb, ramps and/or shoulders caused by contractor operations. This shall include damage caused either directly or indirectly by contractor operations, including but not limited to, damage caused by the traffic during contractor operations.

2.0 Construction Requirements. Any cracking, gouging, or other damage to the existing pavement, curb, ramps and/or shoulders, side roads, or entrances from general construction shall be repaired within twenty four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement, curb, ramps, or shoulder areas as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, curb, ramps and/or shoulders damaged by contractor operations

R. Pavement Edge Treatment for Drop Off Conditions - SW

1.0 Description. The contractor shall conduct construction operations so that there will be no drop off exceeding 2 inches adjacent to traffic. Treatment of any drop off greater than 2 inches shall be considered incidental to and completely covered by the other items in the contract. There will be no direct payment for Pavement Edge Treatment on this project.

S. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.

- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include:

safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

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

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

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

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

T. Contractor Furnished Surveying and Staking – SW

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

1.0 Description. The contractor will be responsible for all layout required on the project. Any and all staking required to ensure that improvements installed on this project meet the ADA requirements is the sole responsibility of the contractor. This responsibility will include, but not limited to the following: Construction signs, curb ramp, landing, and sidewalk construction, truncated dome installation, quantity verification, curb construction, pavement marking, pedestrian signal modifications, median strip/island construction and modifications, etc.

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

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

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

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

U. Curb Ramps and Sidewalk – SW

1.0 Description. Construction of concrete curbs, aprons, curb ramps, transition areas, sidewalk and landings shall be in accordance with applicable portions of Sections 608 & 609 of the Standard Specification and Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

2.0 Construction Requirements. This work shall include, but is not limited to, sidewalk construction including landings, joint construction, aggregate base, compaction, apron modifications, transition area, curb ramp construction, Type S Curb or Type A Curb installation (as required), tie bars or dowel bars (as required), clean-up, etc. for each location shown on the plans.

The following requirements shall be applicable to construction of this project:

- Existing curb, curb and gutter, sidewalk, shoulders, etc. that are adjacent to a designated curb ramp and/or sidewalk improvement area that is damaged during construction shall be replaced/repared to match existing materials and condition.
- Variable height curb along the roadside may be constructed monolithic or separate depending on construction operations. Integral curb shall be doweled to the existing gutter or pavement. - Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.
- The transition area shall be 8" thick and tied to the existing roadway pavement and existing paved approach or sidewalk it is matching.
- Curing compound for all concrete construction shall be a clear or translucent color. The white pigmented option or other colored compound will not be allowed.
- Adjacent grass areas, landscaping, irrigation lines, pavement, etc. disturbed by curb ramp or sidewalk construction shall be repaired or replaced to match or exceed existing conditions. Sod quantities are included for adjacent areas. More or less sod may be required depending on actual field conditions.

3.0 Method of Measurement. Curb ramps and concrete sidewalk will be measured to the nearest 1/10 square yard. Measurement of incidental items required to complete all aspects of construction for the above noted items at each new curb ramp and sidewalk location will not be made individually unless specified elsewhere in the contract.

4.0 Basis of Payment. All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for each of the pay items within the contract.

V. Tubular Structural Support

1.0 Description. This work shall include the furnishing and installation of the overhead sign structure located Route CC east of the Roundabout, as shown in the plans.

2.0 Material and Construction Requirements. The tubular steel structure, connections, concrete footing materials shall be in accordance with Section 903 for Highway Signing and Section 501 for Concrete of the Missouri Standard Specifications for Highway Construction and with Section 903.07L for Tubular Support Steel Type C of the Missouri Standard Plans for Highway Construction.

3.0 Method of Measurement. Final measurement 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. Where required, measurements will be made in the following manner.

- a) Measurement of tubular structural support shall be measured per each structure being installed.
- b) Measurement of concrete for bolt-down footings will be made separately to the nearest 0.01 cubic yard for each footing and to the nearest 0.1 cubic yard for the total, as shown on the plans.
- c) Measurement of sign areas will be made to the nearest 1/10 square foot for each sign and to the nearest square foot for the total. The area of each sign will be that of the smallest rectangular, triangular or trapezoidal shape that will encompass the sign panel.

4.0 Basis of Payment.

- a) Tubular structural support will be paid for at the contract unit price for Item 903-60.43, Tubular Support, Type C-2018-34. No direct payment will be made for incidental items necessary to complete the work, unless specifically provided as a pay item in the contract. Breakaway assemblies for pipe posts and structural steel posts, including the base connection, hinge plate, fuse plate, structural bolts and all other fabrication, complete in place, are incidental, regardless of the post size or shape.
- b) Concrete footings for bolt-down installations will be paid for separately at the contract unit price for Item 903-10.20, Concrete Footings, Bolt Down. Excavation, backfilling, reinforcing steel, anchor bolts and nuts, grout and other items shown on the plans will be considered included in payment for concrete footings.
- c) Highway signing will be paid for at the contract unit price for each of the items included in the contract. No direct payment will be made for incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

W. No Value Engineering Proposals for 2.5 Inch Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors for 2.5 Inch Perforated Square Steel Tube (PSST) Posts

This project will require 2.5 In. Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors for 2.5 In. Perforated Square Steel Tube (PSST) Posts as specified in the plans. No Contractor initiated Value Engineering Change Proposals (VECPs) or Practical Design Value Engineering Change Proposals (PDVECPs) will be accepted for any part of installing existing signs or new signs on new Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors different than the 2.5 Inch Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchor for 2.5 Inch Perforated Square Steel Tube (PSST) Posts that is required.

X. Misc. Island Marking Face & Top of Curb

1.0 Description. This work shall include permanent pavement marking of the face and top of the median islands at the Route CC and Main Street Roundabout, as shown in the plans.

2.0 Material and Construction Requirements. The pavement marking material shall be in accordance with Section 620.20 for Pavement Marking Paint and with Section 1048.30 for High Build Waterborne Pavement Marking Paint, Type L Beads.

3.0 Method of Measurement. Measurement of permanent pavement marking shall be measured at the linear foot of curb to be painted.

4.0 Basis of Payment. The accepted quantity of permanent pavement marking will be paid for at the contract unit price for Item 620-99.03, Misc. Island Marking Face & Top of Curb, Yellow/White, per linear foot and shall include the cost of all labor, equipment and materials to fully paint the median islands as marked in the plans.

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

Z. Permanent Aggregate Edge Treatment NJSP-15-40B

1.0 Description. This work shall consist of furnishing and installing a permanent aggregate edge treatment along the edge of shoulder or pavement as shown on the plans or as directed by the engineer.

2.0 Construction Requirements. Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

2.1 Prime-Liquid Asphalt MC 800 shall be applied to sections of the edge treatment shown in the plans or designated by the engineer. Prime-Liquid Asphalt MC 800 will be paid for separately.

3.0 Material Requirements. Material used for the aggregate edge treatment shall be Type 1, 5, or 7 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer. Bituminous cold millings meeting the gradation for Type 1, 5 or 7 Aggregate may be used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

4.0 Measurement by Weight. Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

5.0 Basis of Payment. The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment, and material to complete the described work. No fuel adjustment will be made for Permanent Aggregate Edge Treatment.

AA. Permanent Pavement Marking - SW

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

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

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

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

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

Joe Dotson, Urban Traffic Supervisor
Springfield Maintenance Lot
2455 N. Mayfair Springfield, MO 65803
Phone: 417-895-7599

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

3.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

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

CC. Temporary Construction Fencing

1.0 Description. This work shall consist of installing temporary construction fencing as specified on the plans. Construction fencing shall be in accordance to Section 607 or as directed by the Engineer.

2.0 Material and Construction Requirements. Temporary construction fencing to be 48" tall plastic mesh orange safety fence. Temporary construction fencing shall be installed per manufactures recommendations.

3.0 Method of Measurement. Temporary construction fencing shall be measured to the nearest 1.0 linear foot.

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

Item No. 607-99.03, "Construction Fencing", per linear foot.

DD. Elliptical RCP

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

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

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

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

Item No. 726-99.03 "34 In. x 53 In. Elliptical RCP", per linear foot.

EE. Elliptical Concrete Flared End Section

1.0 Description. This work shall consist of installing an elliptical concrete flared end section of the size specified on the plans. Elliptical concrete flared end sections shall be in accordance to Section 732 or as directed by the Engineer.

2.0 Material and Construction Requirements. Elliptical concrete flared end sections shall be constructed in accordance with Section 732.3.

3.0 Method of Measurement. Elliptical concrete flared end sections shall be measured per each.

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

Item No. 732-99.02 "34 In. x 53 In. Elliptical Concrete Flared End Section", per each.

FF. Class IV RCP

1.0 Description. This work shall consist of installing class IV reinforced concrete pipe of the size specified on the plans. Class IV reinforced concrete pipes shall be in accordance to Sections 724 and 726 or as directed by the Engineer.

2.0 Material and Construction Requirements. Class IV reinforced concrete pipes shall be constructed in accordance with Sections 724.2 and 726.3.

3.0 Method of Measurement. Class IV reinforced concrete pipe shall be measured to the nearest 1.0 linear foot.

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

Item No. 726-99.03, "18 In. Class IV RCP Culvert", per linear foot.

Item No. 726-99.03, "30 In. Class IV RCP Culvert", per linear foot.

GG. Class IV Concrete Flared End Section

1.0 Description. This work shall consist of installing class IV concrete flared end section of the size specified on the plans. Class IV concrete flared end sections shall be in accordance to Section 732 or as directed by the Engineer.

2.0 Material and Construction Requirements. Class IV concrete flared end sections shall be constructed in accordance with Section 732.3.

3.0 Method of Measurement. Class IV concrete flared end sections shall be measured per each.

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

Item No. 732-99.02, "18 In. Class IV Concrete Flared End Section", per each.

Item No. 732-99.02, "30 In. Class IV Concrete Flared End Section", per each.

HH. Special Inlets

1.0 Description. This work shall consist of constructing precast Inlets as shown on the plans and shall meet all requirements of Section 731 for precast construction.

2.0 Method of Measurement. The quantities will be paid for in accordance with Section 731.4.

3.0 Basis of Payment. Section 731.5 is supplemented by the following:

3.1 All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the contract unit price per each for the following:

- Item No. 731-99.02, "Special Grate Inlet 2.5 ft x 2 ft", per each.
- Item No. 731-99.02, "Recessed Curb Inlet 8 ft x 4 ft", per each.
- Item No. 731-99.02, "Outlet Structure", per each.
- Item No. 731-99.02, "Modified Type T Inlet 2.5 ft x 3 ft", per each.
- Item No. 731-99.13, "Modified Type S-1 Inlet 5.5 ft x 3 ft", per FT.

II. Liquidated Damages Specified – Route CC Closure

1.0 Description. To construct new pavement and install new storm drainage pipes on Route CC, the contractor will be allowed to close Route CC as detailed in the plans. The duration of the closure shall be no more than 120 calendar days as determined by the contractor in consultation with the engineer. The closure of Route CC includes Phase 2A, 2B, and 3 as detailed in the plans. If Route CC is not open to traffic prior to the 120 calendar days following the closure, the Commission, the traveling public, and state and local police, and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$2,300 per day** for each full day that Route CC is not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time. Completion of this work includes installation of signs and temporary or permanent pavement marking with the lanes open to traffic. Contractor shall provide a four (4) week notice to MODOT prior to closing Route CC. Contractor shall provide access to residences, businesses, and properties at all times within the closure.

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

JJ. Tree Clearing Restriction JSP-07-05C

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

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

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

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

KK. Right-Of-Way Clearance – Delayed Possession

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

Parcel 1 (Merchants Field LLC) – RW, PE and TCE
Parcel 6 (CC/Main Properties, LLC) – RW, PE and TCE
Parcel 8 (TelComm Credit Union) – RW, PE and TCE
Parcel 9 (Jonathan M. and Tammy D. King) – RW, PE and TCE
Parcel 11 (MO CLC Properties, LLC) – RW, PE and TCE
Parcel 12 (160+CC, LLC) – RW, PE and TCE

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

1.2 The contractor shall schedule its work utilizing the available right of way until this tract is cleared for construction, which is estimated to be January 6, 2025. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the five Tracts will be clear for construction. No encroachment, storage of equipment and materials or construction on these tracts shall be permitted until the contractor is notified by the engineer that these tracts have been acquired.

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

LL. Delayed Notice to Proceed

1.0 The contractor will be given a notice to proceed date of July 7, 2025 for projects J8S0736F and JSU0216. Construction activities for J8S0736F and JSU0216 shall not start until this date.

2.0 The delayed notice to proceed will allow time for right of way acquisitions and utility relocations. The contractor may work with the engineer to adjust the notice to proceed and completion dates for J8S0736F and JSU0216 should the right of way acquisitions and utility relocations be completed earlier than anticipated.

2.1 Tree Clearing Contractor will be allowed to clear trees prior to notice to proceed on parcels that right of way acquisitions have been completed. The tree clearing will be allowed prior to utility relocations being completed. Removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.

3.0 Basis of Payment. No direct payment will be made to the contractor for any reason of their compliance with this provision. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from this delayed notice to proceed. The contractor's sole remedy shall

be, a commensurate delay in the commencement of the work day count until the notice to proceed is actually issued.

MM. Property Owner Agreements

1.0 Description. The contractor shall abide by the following property owner agreements:

Parcel 8 – TelComm Credit Union:

An agreement has been made with the property owner that the contractor shall not work within the temporary construction easement during working hours of the credit union. Working hours are:

- 7:30 a.m. to 5:30 p.m. Monday – Friday
- 9 a.m. to 12 p.m. Saturday

NN. Protection Measures For Recharge Areas of Protected Species

1.0 Description. Portions of this project area include designated Ozark cavefish and Tumbling Creek cave snail recharge areas. To ensure the protection of these endangered species, as well as other sensitive species that may be present in these areas, the following restrictions should be applied for work taking place within the recharge areas.

2.0 Restrictions. Personnel shall take the following precautions when working within the designated recharge area to eliminate/minimize the potential for contamination of the groundwater system.

2.1 Debris Control. Construction debris, as well as petroleum products, paint, other chemicals, will be prevented from entering the water or otherwise contaminating the streamside environment. Reports of any accidental releases of petroleum products, or other contaminants that could harm fish and other aquatic life, will be reported immediately to the MoDOT Environmental Section. See attachment “Hazardous Waste and Endangered Species Contacts” for the list of contacts and phone numbers. If no MoDOT contact is available at the provided numbers, contact the Missouri Department of Natural Resources (573-634-2436) AND the United States Fish and Wildlife Service contaminants specialists Dave Mosby (573-234-2132 extension 113, cell 573-999-2747) or John Weber (573-234-2132 extension 177, cell 573-673-2564). These numbers shall be readily available on the job site at all times. Personnel or their Supervisors shall be responsible for immediate reporting in the event of a spill.

For work on bridges over waterways, personnel shall take precautions to prevent construction materials/debris from falling into the waterway beneath these structures. Personnel shall plug all bridge drains and implement any other measures necessary to prevent any construction materials/debris or overspray/liquid from getting into the waterways. Silt fence, or other treatment as specified by the engineer, shall be placed at all four bridge corners to prevent any construction materials/debris from washing off the roadway or the bridge and flowing down the bank into the waterway.

2.2 Spill Prevention. MoDOT personnel shall not refuel, conduct material transfers, or perform maintenance on equipment while the equipment is located within or over any

visible stream channels (wet or dry) or sinkholes. Equipment shall not be parked in these areas. Use best management practices while fueling and maintaining equipment to prevent spills and to catch any material that is accidentally spilled. MoDOT has an approved State Operating Permit and a Pollution Prevention Plan developed in coordination with, and approved by, the Missouri Department of Natural Resources. MoDOT will assure strict adherence to this Permit and Plan throughout the course of the project. Any violation of the Plan will result in temporary suspension of work until corrective measures are implemented to comply with this provision. Personnel shall keep equipment properly maintained to avoid spills and leaks. Personnel shall inspect equipment before it is brought to the job site, and must replace or repair any faulty equipment.

2.3 Spill Containment. A spill is defined as fuel, lubricants, paints, solvents, etc. reaching the ground where the fluid could be absorbed into the ground or run-off into an absorbent ground area. Initial reporting of any spill shall be made to MoDOT Environmental Section. See attachment "Hazardous Waste and Endangered Species Contacts" for the list of contacts and phone numbers. If no MoDOT contact is available at the provided numbers, contact the Missouri Department of Natural Resources (573-634-2436) AND the United States Fish and Wildlife Service contaminants specialists Dave Mosby (573-234-2132 extension 113, cell 573-999-2747) or John Weber (573-234-2132 extension 177, cell 573-673-2564). These numbers shall be readily available on the job site at all times. Personnel or their Supervisors shall be responsible for immediate reporting in the event of a spill.

Personnel shall maintain absorbent material and other containment measures capable of containing any spill of less than 50 gallons. Such measures could consist of earthen berms, spill absorbing materials, and any other approved methods used for spill control. Personnel shall also have a mobile spill kit on-site throughout the course of the project.

All empty containers of lubricants, fuels, and solvents shall be properly disposed.

2.4 Erosion Control. Erosion control measures shall be implemented in order to reduce suspended solids, turbidity and downstream sedimentation that may enter the ecosystem of any cave, surface water, or ground water sink. MoDOT will ensure strict adherence to the design, placement and maintenance of such temporary and permanent erosion control measures as stated in Division 800, Section 806 et seq., Missouri Standard Specifications for Highway Construction.

Pollution refers to sedimentation and contamination. As described above, MoDOT has a State Operating Permit and a Pollution Prevention Plan that were developed in coordination with, and approved by, the Missouri Department of Natural Resources. Section III of the Plan prohibits MoDOT from polluting any waters of the state. The Pollution Prevention Plan shall be implemented throughout the duration of the project.

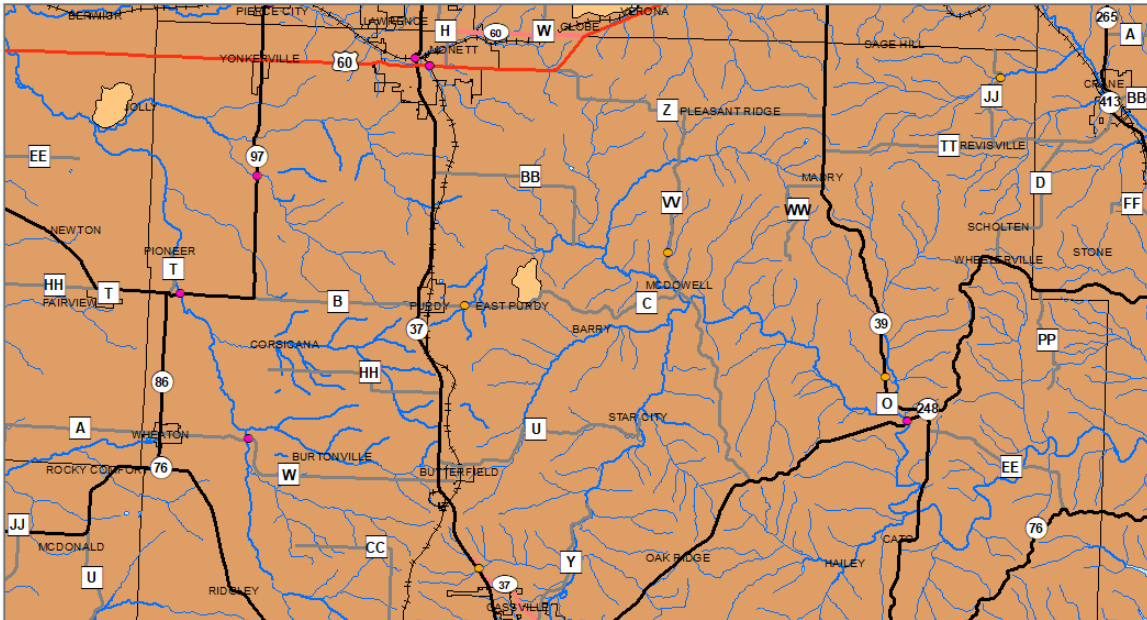
2.5 Weather Requirements. To eliminate/minimize the potential for contamination of the groundwater system, no operations shall be performed within designated recharge areas if it is raining or if the National Weather Service forecast is predicting any form of precipitation within ten (10) hours after the proposed completion time of the operation. Section [620?] of the Engineering Policy Guide also provides

Job No.: J8S0736F
Route: CC
County: Christian

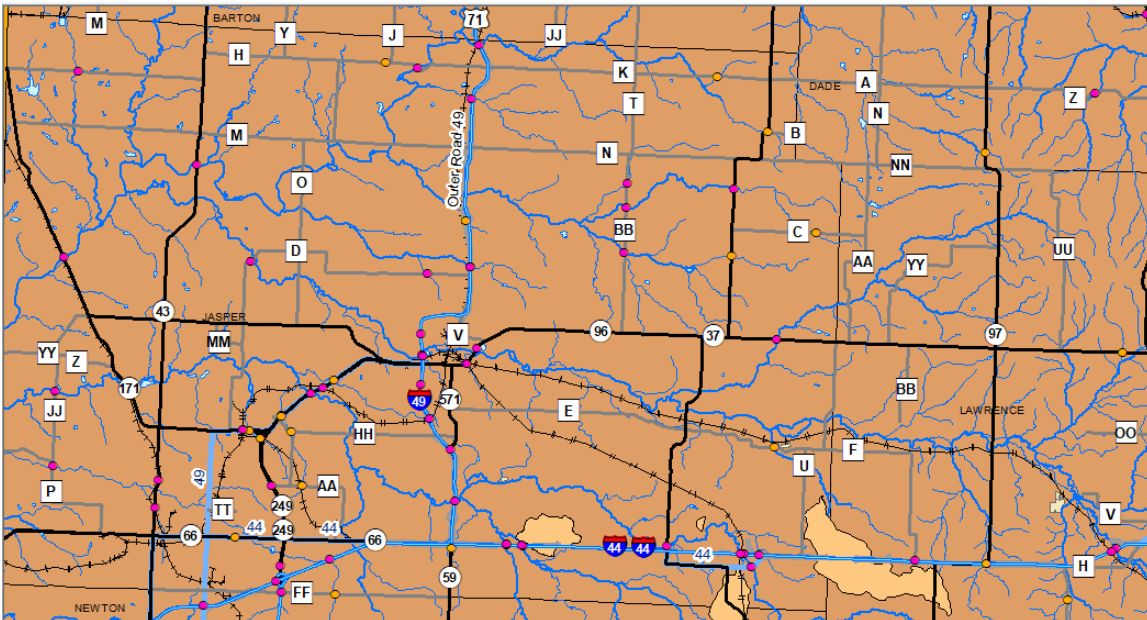
minimum temperature requirements for [striping] applications, insuring effective application of various [striping] materials.

3.0 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 special provisions except as specified elsewhere in the contract document.

Job No.: J8S0736F
Route: CC
County: Christian

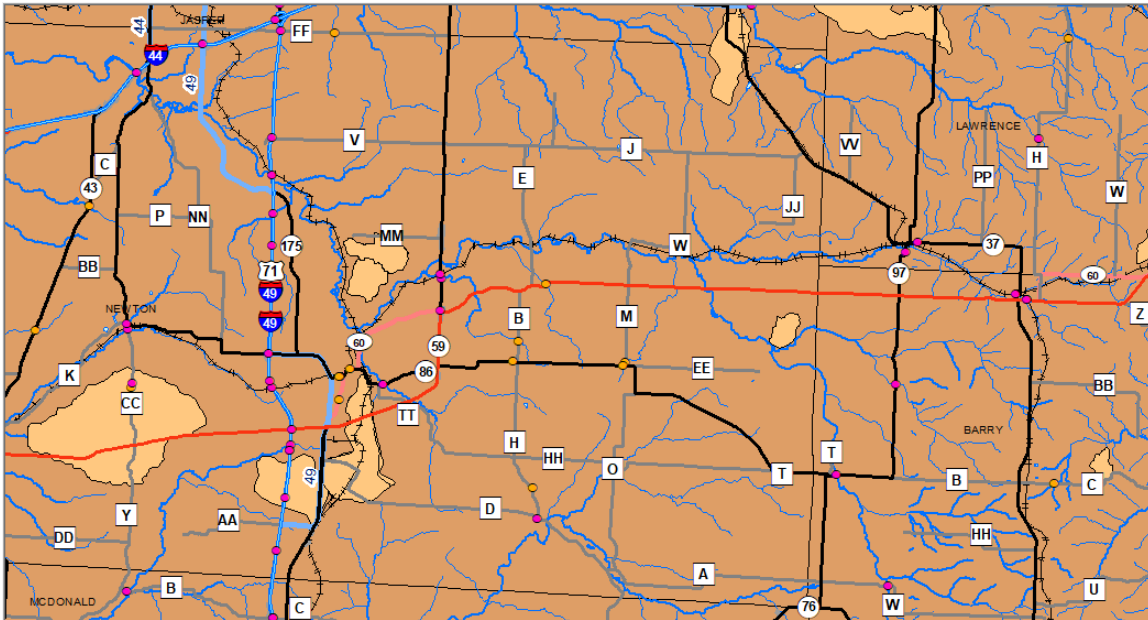


Newton County Recharge Area 2021

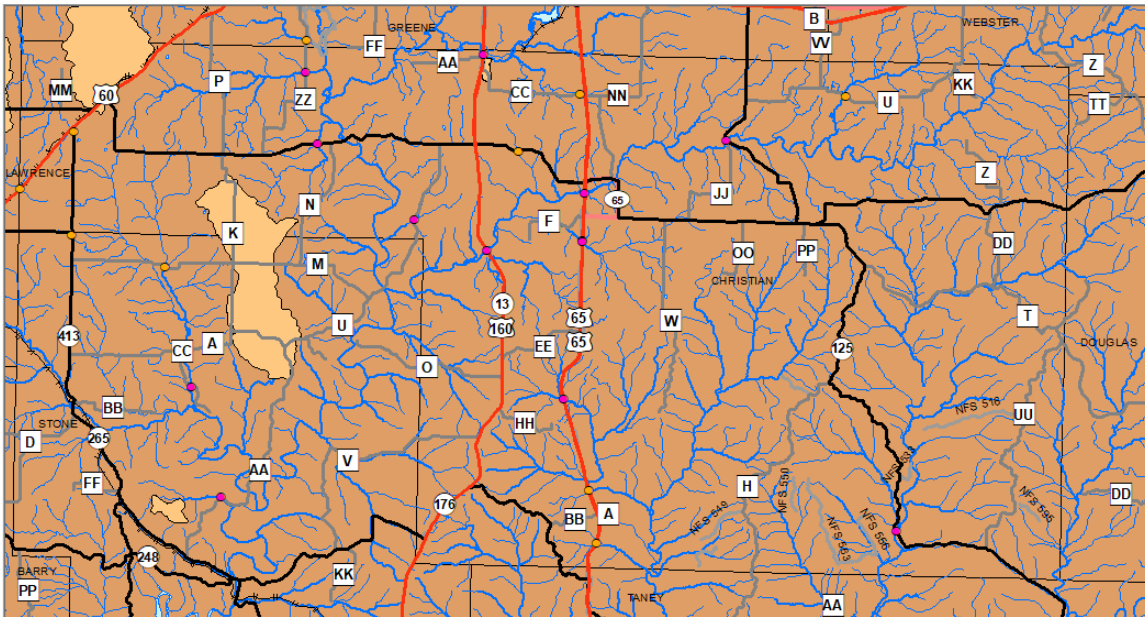


Jasper County Recharge Area 2021

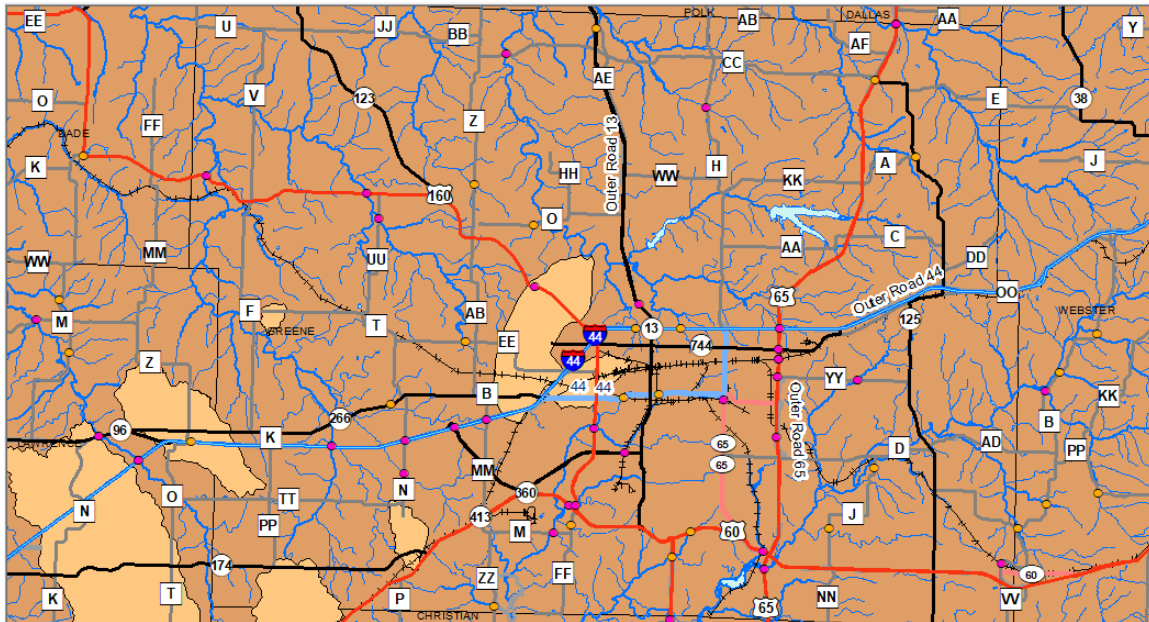
Job No.: J8S0736F
Route: CC
County: Christian



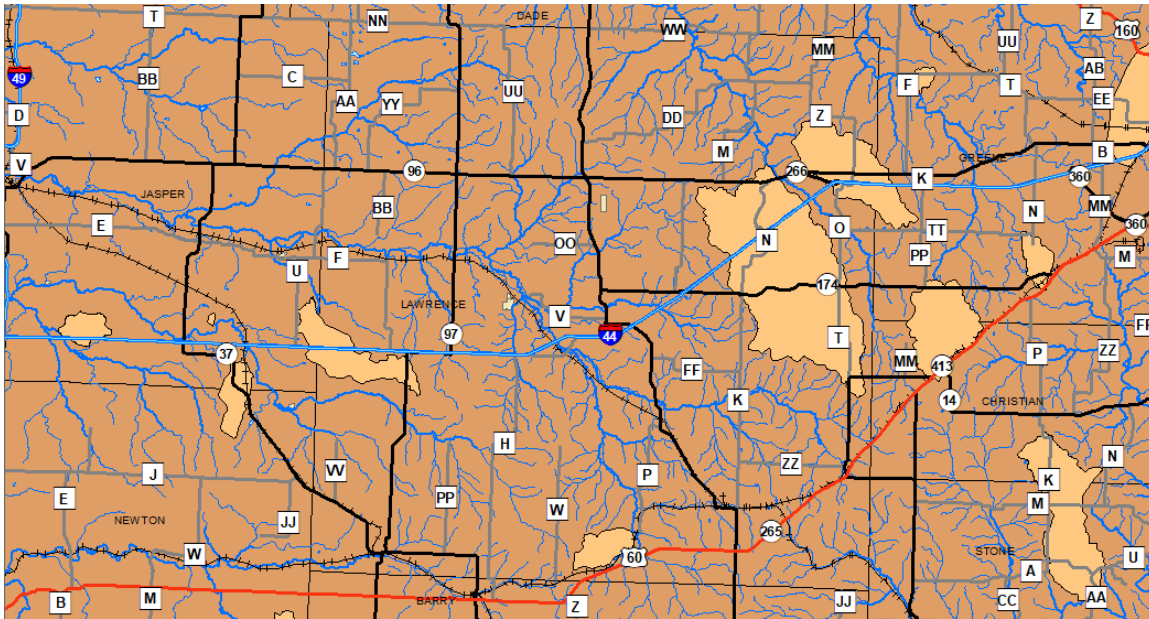
Barry County Recharge Area 2021



Christian County Recharge Area 2021

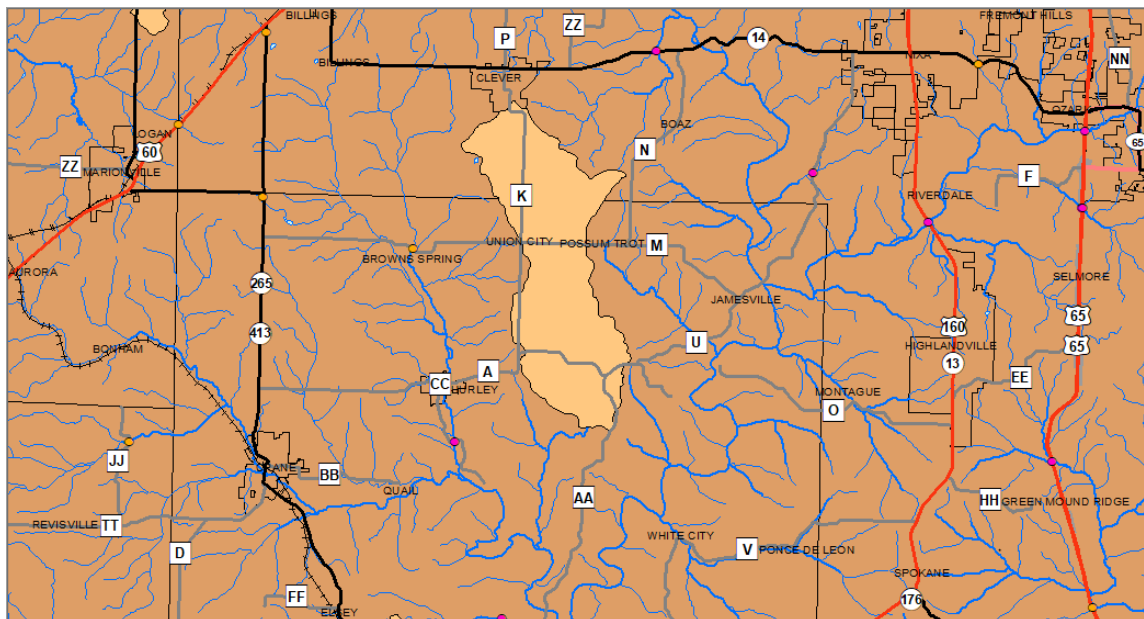


Greene County Recharge Areas 2021

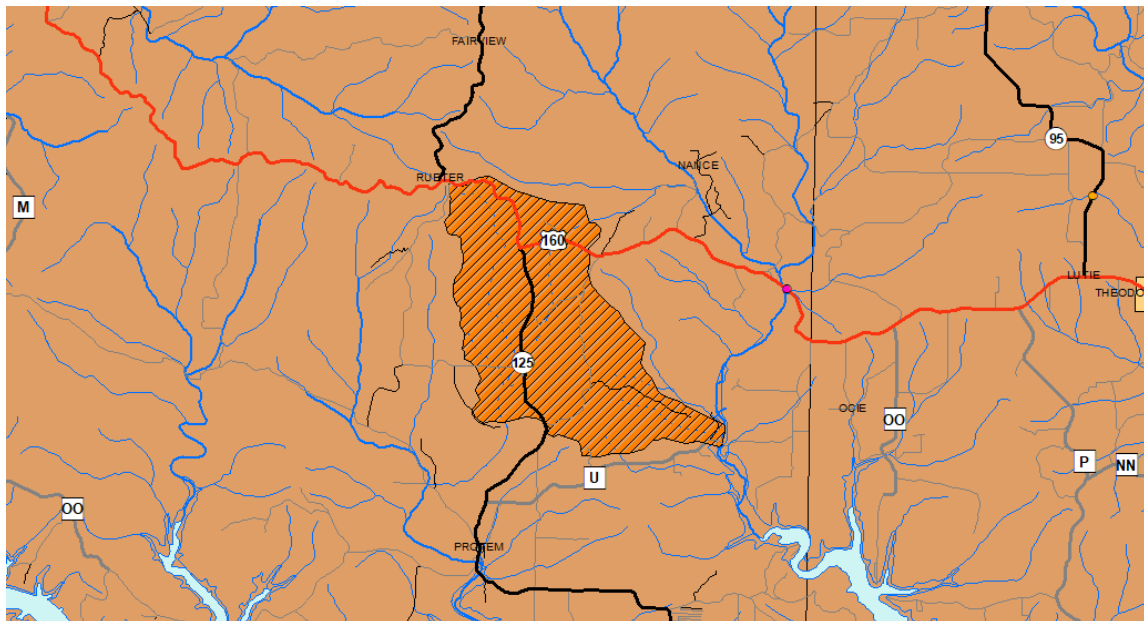


Lawrence County Recharge Areas 2021

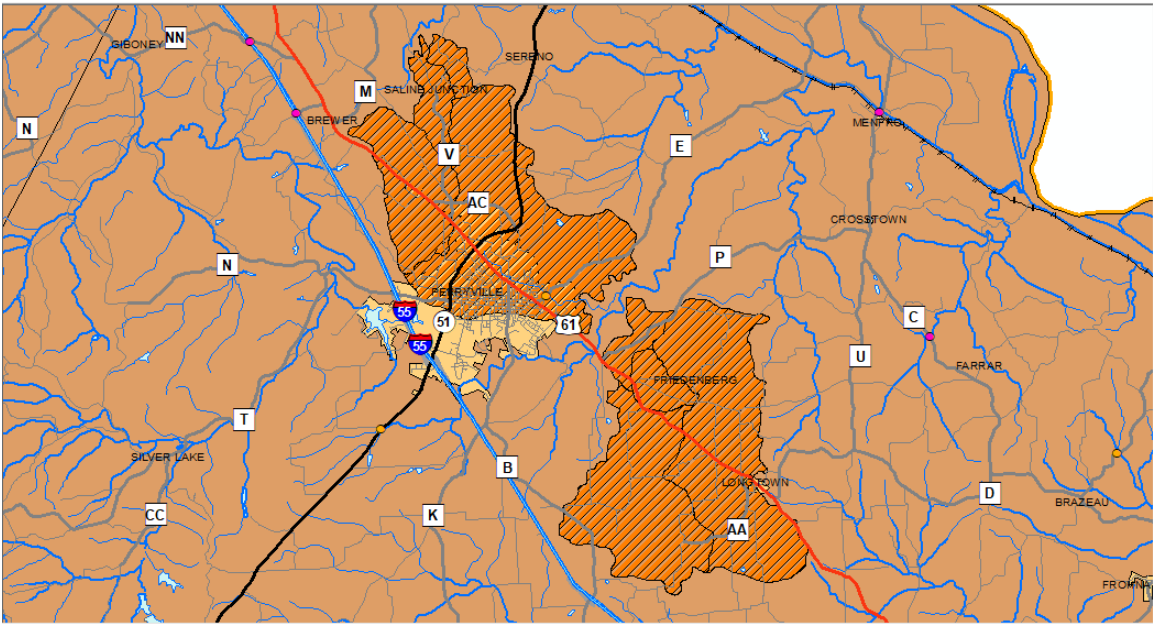
County: Christian



Stone County Recharge Areas 2021



Taney County Recharge Area 2021



County Recharge Area 2021

Perry

HAZARDOUS WASTE AND ENDANGERED SPECIES CONTACTS

Updated 1/20/2021

Spill Reporting Procedures in Cave Recharge Areas and Work Over Streams:

Standard spill reporting procedures apply, which include first sending an email to the group "spillreporting@modot.mo.gov." Contacts for Hazardous Waste staff are as follows:

- **NW, NE, CD (Howard, Boone, Callaway, Cole, Gasconade, Osage):**
Kevin Kelly: 573-526-2904 (office), 573-508-7678 (cell)
- **KC, SW, CD (Cooper, Moniteau, Morgan, Miller, Camden, Laclede):**
Ethan Musick: 573-522-5562 (office), 573-508-6907 (cell)
- **SE, STL, CD (Maries, Pulaski, Phelps, Crawford, Washington, Dent):**
Andy Stivers: 573-526-3599 (office), 573-395-6439 (cell)
- Melissa Scheperle, Environmental Compliance Manager: 573-526-6684 (office), 573-508-2848 (cell)

In addition, spills within cave recharge areas or over active streams shall also be reported to the following Threatened and Endangered Species contacts:

Contacts for T&E:

- Bree McMurray, Senior Environmental Specialist: 573-526-0606 (office), 573-639-0876 (cell)
- *If Bree is unavailable:*
 - Chris Shulse, Environmental Compliance Manager: 573-526-6678 (office), 573-406-2207 (cell)
 - Melissa Scheperle, Environmental Compliance Manager: 573-526-6684 (office), 573-508-2848 (cell)
 - Richard Moore, Environmental and Historic Preservation Manager: 573-526-2909 (office), 573-310-1074 (cell)
- *If all listed Environmental T&E staff are unavailable, default to USFWS Contaminants Specialist contacts:*
 - Dave Mosby: 573-234-2132, ext. 113 (office), 573-476-9552 (work cell), 573-999-2747 (personal cell)
 - Leslie Lueckenhoff: 573-234-5020 (work), 573-353-3016 (cell)

For the **Tumbling Creek Cave area**, the primary contact/local owner is:

- Tom Aley, Ozark Underground Lab, Protem MO: 417-785-4289

Missouri Department of Transportation Hazardous Waste Contact Information

Manager: Melissa Scheperle (Melissa.Scheperle@modot.mo.gov, 573-526-6684)



<u>District</u>	<u>Contact Specialist</u>	<u>Email Address</u>	<u>Phone</u>
1 - NW - Northwest	Kevin Kelly	Kevin.Kelly@modot.mo.gov	573-526-2904
2 - NE - Northeast	Kevin Kelly	Kevin.Kelly@modot.mo.gov	573-526-2904
3 - KC - Kansas City	Ethan Musick	Ethan.Musick@modot.mo.gov	573-522-5562
4 - CD Central District	various	various	
5 - SL - St. Louis	Andy Stivers	Andy.Stivers@modot.mo.gov	573-526-3599
6 - SW - Southwest	Ethan Musick	Ethan.Musick@modot.mo.gov	573-526-5562
7 - SE - Southeast	Andy Stivers	Andy.Stivers@modot.mo.gov	573-526-3599

Last updated: 10/16/2020

OO. MoDOT's Construction Workforce Program NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor's Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each

worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 *By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.*

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.

- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4

Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

Job No.: J8S0736F
Route: CC
County: Christian

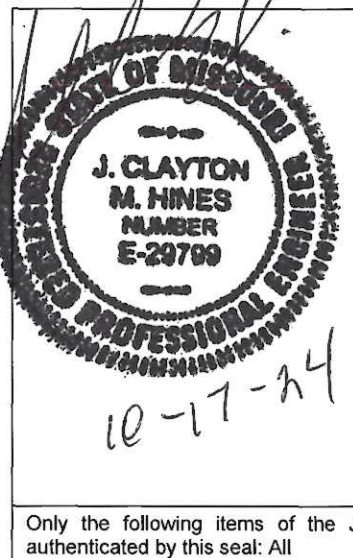
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	General - Federal JSP-09-02K	1
B.	Contract Liquidated Damages JSP-13-01D	1
C.	Work Zone Traffic Management JSP-02-06N	2
D.	Project Contact For Contractor/Bidder Questions	4
E.	Emergency Provisions And Incident Management JSP-90-11A	5
F.	Utilities JSP-93-26F	5
G.	Bid Form Items	7
H.	ADA Compliance And Final Acceptance Of Constructed Facilities JSP-10-01C	13
I.	City Of Nixa, Missouri Standards	14
J.	Supplemental Revisions JSP-18-01DD	15
K.	Notice to Bidders of Third Party Concurrence in Award JSP-98-19	20
L.	Contractor Quality Control NJSP-15-42	20
M.	Tree Clearing Restriction	22
N.	Contractor Furnished Embankment in Place - Borrow	23
O.	Right of Way Clearance	23
P.	Delayed Notice To Proceed	23
Q.	MoDOT's Construction Workforce Program NJSP-15-17A	24

Job No.: JSU0216
Route: Main Street
County: Christian

	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	Shaffer & Hines, Inc. 731 W Mt. Vernon Street Nixa, MO 65714 Certificate of Authority: 001665 Consultant Phone: 417-725-4663
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JSU0216 CHRISTIAN COUNTY, MO DATE PREPARED: 08/08/2024
	ADDENDUM DATE:

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

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02K

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the published versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. Contract Liquidated Damages JSP-13-01D

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: January 6, 2025
Contract Completion Date: December 2, 2026

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

Project	Calendar Days	Daily Road User Cost
J8S0736F	N/A	\$2,300
JSU0216	N/A	\$2,000

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

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

4.0 Detours and Lane Closures.

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

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Project Contact For Contractor/Bidder Questions

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

Clayton Hines
P.O. Box 493 (mailing)
731 W. Mt. Vernon (physical)
Nixa, Missouri 65714
(417) 725-4663
chines@shafferhines.com

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

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

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

Missouri Highway Patrol (417) 895-6868		
City of Nixa (417) 725-3785	Public Works (417) 725-2353	
Fire: (417) 725-4025		
Police: (417) 725-2510		

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

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

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

F. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>
City of Nixa (Water, Sewer & Electric) 1111 W. Kathryn St. Nixa, MO 65714 Telephone: (417) 725-2353 Contact: Jason Stutesmun (water & Sewer) jstutesmun@nixa.com Contact: Brian Denny (electric) bdenney@nixa.com	Yes
AT&T 600 E. St. Louis St. Springfield, MO 65806 Contact: Scott Hall Telephone: (417) 849-8265 Sh4949@att.com	Yes
Spire 3541 E. Sawyer Rd. Brookline, MO 65619 Contact: Gary Jones Telephone: (417) 682-1681 Gary.jones2@spireenergy.com	Yes
Liberty Utilities (Electric) 3400 S. Kodiak Road Joplin, MO 64804 Contact: Shawn Stephens Telephone: (417) 609-8793 Shawn.Stephens@libertyutilities.com	Yes

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Ozark Electric PO Box 1050 Nixa, MO 65714	Y

(417) 725-5160

Contact: Logan Haden
lhaden@ozarkelectric.com

Contact: Dan Lohkamp
(417) 838-4283
dan@ozarkelectric.com

Sho-Me Power (Fiber Cable)

Y

301 W. Jackson
Marshfield, MO 65706
Contact: Brad McGoon
Sr Director, Fiber Infrastructure
Sho-Me Technologies
(417) 830-6717
dmcgoon@shomepower.com

Windstream Communications (Fiber Cable)

Y

Central Iowa & Missouri OSP CLEC Maintenance
3540 SW 61st St.
Des Moines, IA 50321
Contact: Kelly Wingfield
Construction Manager
Cell 515-559-4031
Kelly.Wingfield@windstream.com

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

G. Bid Form Items

OVEREXCAVATION OF UNSUITABLE SOILS AND COMPACTED CLAY FILL BELOW 12"
FROM EXISTING GROUND

1.0 Description. This work consists of the overexcavation of unsuitable soils below 12" from existing ground and replacing with suitable compacted clay soils. The use of clay fill should be used when required by the Geotechnical Engineer or designated representative.

2.0 Material. All clay soil used shall be approved by a certified geotechnical Engineer or designated representative. Materials shall conform to the City of Nixa Standard Specification Section 55 "Subgrade Preparations" or as approved by the Geotechnical Engineer.

3.0 Construction Requirements.

3.1 The contractor shall perform all work in accordance with City of Nixa Standard Specification Section 55 or as required by the Geotechnical Engineer.

4.0 Method of Measurement. Cubic Yard.

5.0 Basis of Payment. All costs incurred by the contractor to satisfy the above requirements, shall be considered incidental to and completely covered by the contract unit prices for the following bid item:

Pay Item Number	Type/Description	Unit
2039907	Misc. Overexcavation of Unsuitable Soils / Compacted Clay Fill Below 12" from Existing Ground	CY

OVEREXCAVATION OF UNSUITABLE SOILS AND SHOT ROCK FILL BELOW 12" FROM EXISTING GROUND

1.0 Description. This work consists of the overexcavation of unsuitable soils below 12" from existing ground and replacing with suitable shot rock fill when determined to be necessary by the Geotechnical Engineer or representative. Shot Rock fill shall only be used when it is not practical to use clay fill due to the depth of overexcavation.

2.0 Material. All shot rock used shall be approved by a certified geotechnical Engineer or designated representative

3.0 Construction Requirements.

3.1 The contractor shall perform all work as required by the Geotechnical Engineer or designed representative.

4.0 Method of Measurement. Cubic Yard.

5.0 Basis of Payment. All costs incurred by the contractor to satisfy the above requirements, shall be considered incidental to and completely covered by the contract unit prices for the following bid item:

Pay Item Number	Type/Description	Unit
-----------------	------------------	------

2039907	Misc. Overexcavation of Unsuitable Soils / Shot Rock Fill Below 12" from Existing Ground	CY
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REMOVE AND RESET MAILBOXES

1.0 Description. This work shall consist of removing and relocating mailboxes that are within the new sidewalk, curb ramps, paved approaches, pavements, and project grading limits that are to be constructed or replaced.

2.0 Construction Requirements. Mailboxes shall be removed and relocated as shown on the plans and shall not interfere with the sidewalks. If a case arises where the mailbox is in the sidewalk then at least 4 ft of clear space shall be present between the mailbox and back of sidewalk. Mailbox installations shall comply with all US Postal Service rules and regulations and Section 104.10 of the Missouri Standards Specifications for Highway Construction.

3.0 Basis of Payment. Payment for all labor, equipment, and material cost necessary for removing and resetting mailboxes shall be considered completely covered by the contract price for bid item 6089902 "Relocation of Mailboxes".

Pay Item Number	Type/Description	Unit
6089902	Relocation of Mailboxes	EA

REINFORCED CONCRETE PIPE (RCP)

1.0 Description. This work shall consist of furnishing and installing reinforced concrete pipe of the specified diameter. All work shall be in accordance with the latest MoDOT Standard Plans and Specifications.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install reinforced concrete pipe shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
7259903	30 inch RCP	LF
7259903	24 inch RCP	LF
7259903	15 inch RCP	LF

HDPE PIPE

1.0 Description. This work shall consist of furnishing and installing HDPE pipe of the specified diameter. All work shall be in accordance with the latest MoDOT Standard Plans and Specifications.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install HDPE pipe shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
7259903	36 inch HDPE	LF
7259903	30 inch HDPE	LF
7259903	24 inch HDPE	LF
7259903	18 inch HDPE	LF
7259903	15 inch HDPE	LF

TYPE 5 AGGREGATE FOR BASE

1.0 Description. This work shall consist of furnishing and installing Type 5 Baserock All work shall be in accordance with the latest City of Nixa Technical Specifications.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to provide Type 5 Aggregate for Base shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
3049905	Misc. Type 5 Aggregate for Base (7 In. Thick)	SY
3049905	Misc. Type 5 Aggregate for Base (4 In. Thick)	SY
3049905	Misc. Type 5 Aggregate for Gravel Driveway(6 In. Thick)	SY

ASPHALT – SURFACE MIX & ASPHALT BASE

1.0 Description. This work shall consist of furnishing and installing Asphalt Base. All work shall be in accordance with the latest City of Nixa Technical Specifications.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to provide Asphalt Base shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
4019905	Misc. 5" Asphalt Base Includes Tack Coates Between Each Lift	SY
4019905	Misc. 3" Asphalt Base Includes Tack Coates Between Each Lift (Wyatt Driveway)	SY
4019905	Misc. 2" Asphalt Surface Mix	SY

RELOATE EXISTING ELECTRIC FENCE

1.0 Description. This work shall consist of furnishing and installing an electric fence. The existing fence materials can be re-used as long as they can be relocated without damage and can work in a new location. Provide additional material as needed to provide for a working and functioning electric fence.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to provide Asphalt Base shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
6079903	Relocate existing electric fence	LF

CONCRETE – DRIVEWAY APPROACH, CURB & GUTTER, AND RETAINING WALL

1.0 Description. This work shall consist of furnishing and installing concrete of the specified dimensions. All work shall be in accordance with the latest City of Nixa Technical Specifications and construction plans.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install concrete shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
6089905	Concrete Approach Pavement (6 in.)	SY
6099903	2' Concrete Curb & Gutter	LF
6179903	Misc. Concrete Retaining Wall	LF

PRECAST DRAINAGE BOXES AND STRUCTURES

1.0 Description. This work shall consist of furnishing and installing Precast Drainage Boxes and Structures of the specified dimensions. All work shall be in accordance with the latest City of Nixa Technical Specifications and construction plans.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install concrete shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
6149902	Misc. Curb Inlet (3'x7' ID)	EA
6149902	Misc. Curb Inlet (4'x7' ID)	EA
6149902	Misc. Curb Inlet B4 (3'x3' ID)	EA
6149902	Misc. Precast Concrete Detention Structure G1	EA
6199902	Misc. Precast Concrete Ara Inlet E9 & Connect to	EA

	Existing Detention Structure	
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REGULATORY SIGNS (Speed Limit Signs & Center Turn Lane Signs)

1.0 Description. This work shall consist of furnishing and installing Regulatory Signs. All work shall be in accordance with the latest MoDOT Standard Plans and Specifications.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install concrete shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
6169902	Regulatory Signs (Speed Limit Signs & Center Turn Lane Signs)	EA

PAVEMENT MARKINGS

1.0 Description. This work shall consist of furnishing and installing Pavement Markings of the specified dimensions. All work shall be in accordance with the latest MoDOT Standard Plans and Specifications and construction plans.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install concrete shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
6209902	Misc. Bike Lane Pavement Marking	EA
6209903	Misc. 4 in. White Standard Waterborne Pavement Marking Paint, Type L Beads (Intermittent)	LF
6209903	Misc. 4 in. Yellow Standard Waterborne Pavement Marking Paint, Type L Beads (Intermittent)	LF

SANITARY SEWER & WATERMAIN IMPROVEMENTS

1.0 Description. This work shall consist of furnishing and installing Sanitary Sewer and Watermain Improvements per the construction plans. All work shall be in accordance with the latest City of Nixa Technical Specifications.

2.0 Basis of Payment. Payment for furnishing all labor, equipment, materials and tools necessary to install concrete shall be completely covered by the contract unit price for:

Pay Item Number	Type/Description	Unit
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6039902	Fire Hydrant Assemblies	EA
6039902	8" Gate Valves	EA
6039902	Relocate Existing Fire Hydrant	EA
6039903	8" PVC Class 200 Waterline (includes Bends)	LF
6039902	Adjust Existing Manhole to Grade	EA

H. ADA Compliance And Final Acceptance Of Constructed Facilities JSP-10-01C

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA 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 Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

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

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide 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. This notification shall be made in writing. 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: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

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 compliant with MUTCD Section 6D that will be used 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. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

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 established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the 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 Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA 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. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved 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, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items 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.

I. City Of Nixa, Missouri Standards

1.0 In addition to the Missouri Standard Plans for Highway Construction, the following shall apply:

1.1 Description. This project is located in the City of Nixa, Missouri and will use elements from the "Nixa's Technical Specifications" as developed by the Nixa Public Works Department.

1.1.1 In addition to the City's requirements, the Contractor must comply with the provisions outlined in the Missouri Standard Specifications for Highway Construction and any instructions given by the Commissions' representative. The Contractor may find both the City of Nixa's Technical Specifications Booklet and Nixa's Technical Specifications Drawings on the City's website at: <https://www.nixa.com/departments/public-works>.

2.0 Basis of Payment. No direct payment will be made to cover the costs associated with these requirements.

J. Supplemental Revisions JSP-18-01DD

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

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

Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

Delete Sec 106.9 in its entirety and substitute the following:

106.9 Buy America Requirements.

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

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

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

106.9.3 "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices

to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

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

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

106.9.4.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

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

106.9.5 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron

products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

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

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

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

“The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

Pavement Marking Paint Requirements for Standard Waterborne and Temporary

1.0 Description. High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

2.0 Material Requirements. Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.

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

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

K. Notice to Bidders of Third Party Concurrence in Award JSP-98-19

1.0 Bidders are advised that Commission is party to a contract with City of Nixa which provides that City of Nixa shall provide substantial funds for construction of Job No. JSU0216 by reason of which City of Nixa has the right to concur or not concur in Commission's award of a contract for this job.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of City of Nixa concurrence in and prior authorization of any award of a contract for this job by Commission.

3.0 Bidders agree that they shall be stopped, both in law and equity, to assert any right to award of a contract for this job by Commission should City of Nixa not concur in that award for any reason.

L. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

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

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

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

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

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

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

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

M. Tree Clearing Restriction

1.0 Description. The project is within the known range of the federally endangered bats. These bats are known to roost in trees when not in winter hibernation. To avoid potential negative impacts to protected bats, removal of trees will only be allowed between November 1 and March 31.

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

N. Contractor Furnished Embankment in Place - Borrow

1.0 Description. Description. Borrow material will likely be required for the project and must be placed with a 3:1 slope angle or flatter. Once the borrow site is identified, the Contractor must contact the District Geologist so that a sample and laboratory analysis can be completed. Contractor furnished borrow shall be equal to or better than the material assumed for the design and will be subject to approval of the engineer as provided in Missouri Standard Specification Section 106, and in accordance with Specification Section 203.3. Approval will be based on upon consideration of (1) various soil characteristics and dispersion of test values, (2) comparison with those used for design, (3) compliance with slope selection criteria outlined in Table 321.1 of the MoDOT Engineering Policy Guide.

O. Right of Way Clearance

1.0 Right of Way Clearance. The Contractor shall inform themselves of locations without complete right of way clearance. No encroachment, storage of materials, equipment or construction shall be permitted on the following parcels, Parcels 2 through 12, until notification has been provided to the Contractor by the City of Nixa or the Engineer on record of the tracts that have been obtained.

1.1 Right of Way Clearance Scheduling. The Contractor shall schedule work utilizing available right of way until remaining tracts are cleared for construction.

1.2 Right of Way Clearance Claims. The Contractor shall have no claim for damages due to delay, disruption, interference or otherwise as a result of the unavailability of those tracts without clearance. The Contractor may be given an extension of the time upon proof of actual delays caused by the unavailability of those tracts as approved by the Engineer or City of Nixa.

P. Delayed Notice To Proceed

1.0 The contractor will be given a notice to proceed date of July 7, 2025 for projects J8S0736F and JSU0216. Construction activities for J8S0736F and JSU0216 shall not start until this date.

2.0 The delayed notice to proceed will allow time for right of way acquisitions and utility relocations. The contractor may work with the engineer to adjust the notice to proceed and completion dates for J8S0736F and JSU0216 should the right of way acquisitions and utility relocations be completed earlier than anticipated.

2.1 Tree Clearing Contractor will be allowed to clear trees prior to notice to proceed on parcels that right of way acquisitions have been completed. The tree clearing will be allowed prior to utility relocations being completed. Removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.

3.0 Basis of Payment. No direct payment will be made to the contractor for any reason of their compliance with this provision. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from this delayed notice to proceed. The contractor's sole remedy shall be,

a commensurate delay in the commencement of the work day count until the notice to proceed is actually issued.

Q. MoDOT's Construction Workforce Program NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor's Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide

the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4

Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).