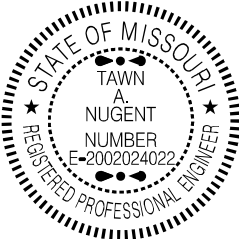


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Job No.: JSR0095
Route: US 60
County: Barry/Newton

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	CONSULTANT NAME: TREKK 1411 East 104 th Street Kansas City, Missouri 64131 Certificate of Authority: 2002010300 Consultant Phone: 816-874-4655
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JSR0095 BARRY/NEWTON COUNTY, MO DATE PREPARED: 08/01/2024
	ADDENDUM DATE: <u>R001: 11/8/2024</u>
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: A, B, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, FF, GG, JJ, KK, LL, MM, NN, OO, PP, QQ, RR	
 <p>JONATHAN W. PEITZ—CIVIL ENGINEER MO# PE—2017019023</p>	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	CONSULTANT NAME: OLSSON 1301 Burlington Street North Kansas City, Missouri 64116 Certificate of Authority: 001592 Consultant Phone: 816-361-1177
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JSR0095 BARRY/NEWTON COUNTY, MO DATE PREPARED: 08/01/2024
	ADDENDUM DATE: <u>R001: 11/8/2024</u>
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: C, D, EE, HH, II, SS	

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

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 JSR0095 shall be completed on or before the Contract Completion date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed Date: January 6, 2025
Contract Completion Date: December 1, 2026

Route 60 and Route 97 Intersection Only
Notice to Proceed Date: March 15, 2026
Contract Completion Date: December 1, 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
JSR0095	530	\$5,400

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 above 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. Liquidated Damages Specified – Route HH Closure – North Leg

1.0 Description. To construct new pavement and install new storm drainage pipes on Route HH, the contractor will be allowed to close the north leg of Route HH as detailed in the plans. The duration of the closure shall be no more than **60 calendar days** as determined by the contractor in consultation with the engineer. If the north leg of Route HH is not open to traffic prior to the **60 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 **\$1,800 per day** for each full day that the north leg of Route HH 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. The contractor shall provide a four (4) week notice to MODOT prior to closing the north leg of Route HH. 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.

D. Liquidated Damages Specified – Route HH Closure – South Leg

1.0 Description. To construct new pavement and install new storm drainage pipes on Route HH, the contractor will be allowed to close the south leg of Route HH as detailed in the plans. The duration of the closure shall be no more than **45 calendar days** as determined by the contractor in consultation with the engineer. If the south leg of Route HH is not open to traffic prior to the **45 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 **\$1,800 per day** for each full day that the south leg of Route HH 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. The contractor shall provide a four (4) week notice to MODOT prior to closing the south leg of Route HH. The 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.

E. Liquidated Damages Specified – Route 97 Closure – North and South Legs

1.0 Description. To construct new pavement and install new storm drainage pipes on US 60 and Route 97, the contractor will be allowed to close the north and south legs of Route 97 at separate times as detailed in the plans. The duration of each closure shall be no more than **45 calendar days** with a **total closure of 90 calendar days** as determined by the contractor in consultation with the engineer. If the north or south leg of Route 97 is not open to traffic prior to the **45 calendar days** for each location 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 **\$1,800 per day** for each full day that the north or south leg of Route 97 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. The contractor shall provide a four (4) week notice to MODOT prior to closing the north or south leg of Route 97, whichever is closed first. The contractor shall provide access to residences, businesses, and properties at all times within the limits of 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.

F. Work Zone Traffic Management

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 of 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 1,000 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 1,000 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 1,000 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

3.1.2 The contractor's working hours will be restricted for the Special Events as shown below. All lanes shall be scheduled to be open to traffic during these Special Events.

Neosho City-Wide Garage Sale (Friday and Saturday, early April)

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.

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 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.

G. Emergency Provisions and Incident Management – SW

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

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

Missouri Highway Patrol – Troop D: (417) 895-6868	
MoDOT Customer Service: (417) 895-7600	
Barry County Sherriff Department: (417) 847-6556	
Barry County Fire Department: (417) 847-4005	
Newton County Sherriff Department: (417) 451-8300	
Cassville Fire Protection District: (417) 846-4005	
City of Neosho	City of Monett
Fire: (417) 451-8021	Fire: (417) 235-7799
Police: (417) 451-8012	Police: (417) 235-4241

Emergency Only Numbers
911 *55 cell phone – Missouri Highway Patrol (417) 864-1160 – MoDOT Incident Management Coordinator

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

2.2 The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with 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.

H. Project Contact for Contractor/Bidder Questions

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

Craig Switzer, P.E., Project Contact
MoDOT Southwest District, Joplin Regional Office
2915 Doughboy Drive
Joplin, MO 64804

Telephone Number: (417) 621-6331
Email: craig.switzer@modot.mo.gov

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

I. 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).

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.

J. Utilities

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

<u>Utility Name (Hammer Road)</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T Distribution Mr. Gene Lollis 727 S Pearl Ave. Joplin, MO 64801 Phone: 479-524-9943 Email: IL0967@att.com	None	Communications / Fiber
Liberty Utilities - Power Mr. Shawn Stephens 3400 Kodiak Road Joplin, MO 65804 Phone: Email: Shawn.Stephens@libertyutilities.com	None	Electric
New-Mac Electric Cooperative Mr. Jeff Crites 12105 E. Highway 86 Neosho, MO 64850 Phone: 417-658-5171 Email: jcrites@newmac.com	Yes Section 2.0	Electric
KAMO Power Mr. Tim Culp Phone: 918-256-5551 x2265 Email: tculp@kamopower.com	None	Electric

Job No.: JSR0095
Route: US 60
County: Barry/Newton

Liberty Utilities - Fiber
Mr. Landon Dobbs
720 Schifferdecker Ave.
Joplin, MO 65802
Phone: 417-483-2460
Email: Landon.dobbs@libertyutilities.com

Yes
Section 3.0

Communications /
Fiber

Utility Name (Oak Ridge Drive)

**Known
Required
Adjustment**

Type

AT&T Distribution
Mr. Gene Lollis
727 S Pearl Ave.
Joplin, MO 64801
Phone: 479-524-9943
Email: IL0967@att.com

None

Communications /
Fiber

Liberty Utilities
Mr. Landon Dobbs
Schifferdecker Ave.
Joplin, MO 65802
Phone: 417-483-2460
Email: Landon.dobbs@libertyutilities.com

None

Communications /
Fiber

Altice Technical Services
Mr. Matthew Smith
769 N. 20th Street
Ozark, MO 65721
Phone: 417-231-2747
Email: Matthew.Smith@AlticeTechServicesUSA.com

None

Communications

Liberty Utilities
Mr. Shawn Stephens
3400 Kodiak Road
Joplin, MO 65804
Phone:
Email: Shawn.Stephens@libertyutilities.com

None

Electric

MODOT SW District
Mr. Joe Dotson
2455 N. Mayfair Ave.
Springfield, MO 65803
Phone: 417-766-3824
Email: joseph.dotson@modot.mo.gov

None

Signals, Lighting

City of Neosho
Mr. Nate Siler
200 Nelson Ave.
Neosho, MO 64850
Phone: 417-451-8071
Email: nsiler@neoshomo.org

None Water, Sewer

Spire
Mr. Ken Stegall
520 E. 5th Street
Joplin, MO 64801
Phone: 314-341-0973
Email: ken.stegall@spireenergy.com

None Gas

Utility Name (Route HH)

**Known
Required
Adjustment**

Type

AT&T Distribution
Mr. Gene Lollis
727 S Pearl Ave.
Joplin, MO 64801
Phone: 479-524-9943
Email: IL0967@att.com

None Communications /
Fiber

Liberty Utilities
Mr. Shawn Stephens
3400 Kodiak Road
Joplin, MO 65804
Phone:
Email: Shawn.Stephens@Liberty

None Electric

Neosho National Fish Hatchery
Mr. Nathan Eckert
520 Park St.
Neosho, MO 64850
Phone: 417-451-0554
Email: nathan_eckert@fws.gov

Yes
Section 4.0 Water

City of Neosho
Mr. Nate Siler
200 Nelson Ave.
Neosho, MO 64850
Phone: 417-451-8071
Email: nsiler@neoshomo.org

None Water, Sewer

Job No.: JSR0095
 Route: US 60
 County: Barry/Newton

<u>Utility Name (Routes Y/CC)</u>	<u>Known Required Adjustment</u>	<u>Type</u>
MoDOT SW District Mr. Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 416-766-3824 Email: joseph.dotson@modot.mo.gov	None	Traffic Signal- Flasher
Liberty Utilities Mr. Landon Dobbs 720 Schifferdecker Ave. Joplin, MO 65804 Phone: 417-483-2460 Email: Landon.Dobbs@LibertyUtilities.com	None	Communications, Fiber
New Mac Electric Cooperative Mr. Jeff Crites 12105 E. Highway 86 Neosho, MO 65804 Phone: 417-658-5171 Email: JCrites@newmac.com	None	Electric
Rally Networks Mr. Sam Farr 816 Oneida Street Seneca, MO 64865 Phone: 573-835-4016 Email: samf@rallynet.us	None	Communications

<u>Utility Name (Routes M/W)</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Altice USA Mr. Tony Gilbert Phone: 416-298-4256 Email: tony.gilbert@alticeusa.com	None	Communications, Fiber

Job No.: JSR0095
Route: US 60
County: Barry/Newton

Liberty Utilities
Mr. Shawn Stephens
3400 Kodiak Road
Joplin, MO 65804
Phone: 417-483-2460
Email: Shawn.Stephens@LibertyUtilities.com

None

Electric

Granby Telephone
Mr. Kevin Johnson
126 Beaver Ave.
Granby, MO 64844
Phone: 417-472-6211
Email: kjgtc@jscomm.net

None

Communications

Utility Name (Route 97)

**Known
Required
Adjustment**

Type

Altice USA
Mr. Tony Gilbert
Phone: 416-298-4256
Email: tony.gilbert@alticeusa.com

None

Liberty Utilities
Mr. Shawn Stephens
3400 Kodiak Road
Joplin, MO 65804
Phone: 417-483-2460
Email: Shawn.Stephens@LibertyUtilities.com

Yes
Section 5.0

Communications

AT&T Distribution
Mr. Gene Lollis
727 S Pearl Ave.
Joplin, MO 64801
Phone: 479-524-9943
Email: IL0967@att.com

Yes
Section 6.0

Communications,
Fiber

City of Monett
Mr. Skip Schaller
PO Box 110
Monett, MO 65708
Phone: 417-235-3300
Email: Skip.Schaller@CityofMonett.com

Yes
Section 7.0

Water

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 New-Mac Electric Cooperative. New-Mac Electric Cooperative plans to relocate their power pole in the northwest corner of the US 60 and Hammer Road intersection. New-Mac Electric Cooperative plans to have the relocation completed prior to the contractor notice to proceed.

3.0 Liberty Utilities – Fiber. Liberty Utilities plans to relocate their fiber line along the north side of US 60 at the Hammer Road intersection. Liberty Utilities plans to have the relocations completed prior to the contractor notice to proceed.

4.0 Neosho National Fish Hatchery. Neosho National Fish Hatchery has existing waterlines within the limits of the US 60 and Route HH intersection work. Encasement of waterlines will be installed as part of the project. A concrete cradle will be installed on the portions of the existing waterlines within fill areas within MoDOT R/W that does not have exiting concrete encasement. See JSPs "Waterline – Steel Casing Pipe" and "Waterline – Concrete Cradle" for more information.

5.0 Liberty Utilities – Power. Liberty Utilities plans to relocate their poles in the southwest, northwest, and northeast corners of the US 60 and Route 97 intersection. They plan to have the relocations completed by July 1, 2025, which is prior to the notice to proceed for the US 60 and Route 97 intersection.

6.0 AT&T Distribution. AT&T Distribution plans to relocate their facilities in all four quadrants of the US 60 and Route 97 intersection. AT&T plans to have relocations completed by July 1, 2025, which is prior to the notice to proceed for the US 60 and Route 97 intersection.

7.0 City of Monett. The City of Monett plans to relocate their water line located in the southeast corner of US 60 and Route 97. The City of Monett plans to have the relocations completed by July 1, 2025, which is prior to the notice to proceed for the US 60 and Route 97 intersection.

K. Contractor Furnished Surveying and Staking – SW

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

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

1.1 The above list is not all inclusive. The contractor shall have the primary responsibility for these operations. The contractor shall provide the Resident Engineer (RE) with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during

this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

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

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

2.0 Basis of Payment. No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price for Item No. 627-40.00, Contractor Furnished Surveying and Staking, per lump sum.

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. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances – SW

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

2.0 Construction Requirements. Any cracking gouging, or other damage to the existing pavement, 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 or shoulder areas or damaged side roads or entrances as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

N. 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.

O. Airport Requirements

1.0 Description. The project is located near a public use airport or heliport or is more than 200 feet above existing ground level, which requires adherence to Federal Aviation Regulation Part 77 (FAA Reg Part 77). "Near" to a public use airport or heliport is defined as follows:

20,000 feet (4 miles) from an airport with a runway length of at least 3,200 feet
10,000 feet (2 miles) from an airport with runway length less than 3,200 feet
5,000 feet (1 mile) from a public use heliport

2.0 The maximum height of the improvement and the equipment operating while performing the improvements was assumed to be 45.0 feet above the current travelway during the process of evaluating the project for compliance with FAA Reg Part 77.

2.1 If the contractor's height of equipment or if the improvement itself is beyond the assumed height as indicated in Sec 2.0, the contractor will work with the resident engineer to fill out the Form 7460-1, or revise the original Form 7460-1 based upon the proposed height and resubmit, if necessary, for a determination by FAA on compliance with FAA Reg Part 77. Further information can be found in MoDOT's Engineering Policy Guide 235.8 Airports. If the Form 7460-1 must be filed, the associated work shall not be performed prior to the FAA determination, which could take up to 45 days.

2.2 If the contractor's height of equipment and the improvement itself is below the assumed height as indicated in Sec 2.0, no further action is necessary to fulfill the requirements set forth in FAA Reg Part 77.

3.0 Basis of Payment. There will be no direct payment for any work associated with this provision. A contract time extension will be given for the time necessary to obtain or revise the FAA permit. Any delays or costs incurred in obtaining the revised permit will be non-compensable.

P. Guardrail Grading Requirements

1.0 Description. Guardrail installation and grading shall be in accordance with Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, and as described herein.

2.0 Construction Requirements. When guardrail and/or end treatment removal and replacement requires grading of the shoulder and/or slopes, Section 606.3.1(b), (c), and 606.3.1.1 of the Missouri Standard Specifications shall be waived and the following shall apply:

- a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven day counting period shall start when the first piece of safety hardware is removed.
- b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.
- c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.
- d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device shall be provided, installed, and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.
- e) Areas where guardrail and/or end treatments have been removed, but not yet replaced, shall be delineated in accordance with plans or as directed by the Engineer.

3.0 Non-Compliance. Non-compliance with this provision shall result in the immediate suspension of work in accordance with Sec 105.1.2. No work, including but not limited to additional guardrail removal and grading, shall be allowed to proceed except for work necessary to restore guardrail installation.

4.0 Basis of Payment. No direct payment will be made for compliance with this provision. Guardrail items, grading, and temporary traffic control devices will be paid for as provided in the contract.

Q. Loop Detectors

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

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

3.0 Basis of Payment. Loop Detectors will be paid for at the contract unit price for Pay Item No. 902-85.00, Cable, Loop Detector, In Duct, per Linear Foot and Pay Item No. 902-85.10 Cable, Loop Detector, Lead-in, per Linear Foot. No direct payment will be made for incidental items necessary to complete the work.

R. Pavement Marking Log – SW

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

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

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

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

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

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

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

S. 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 miles, 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 five (5) 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 the 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.

T. Signal Detection Disconnection

1.0 Description. The contractor shall contact the Traffic Management Center to coordinate a new signal timing at a minimum of 2 working days prior to the disconnection of the signal's detection capabilities or prior to the milling of an approach with inductive loop detection.

2.0 Contact Information.

Sarah Keen, Traffic Studies Specialist
Southwest District Traffic Management Center
Telephone Number: (417) 895-7395
Cell Number: (417) 529-5723
Email: sarah.keen@modot.mo.gov

3.0 Basis of Payment. No direct pay will be made to the contractor to recover the cost or time required to fulfill the above provisions.

U. Railroad Requirements

1.0 Description. The right of way of various Railroads, herein called "Railroad", are located within the limits of this project. However, this project has been developed with the specific intention that no involvement with the Railroad's facilities, traffic or right of way is required for the performance of the contractual work herein. The work to be performed over the Railroad's right of way shall not interfere with the Railroad's operations or facilities. Under these circumstances, the requirements of Sec 104.12.3, Sec 104.12.8 through 104.12.10.5 (inclusive), and Sec 107.13.4 shall not apply.

2.0 Should the contractor violate this condition of no railroad involvement, all terms and conditions of the interaction with the Railroad shall be solely between the Railroad and the contractor.

V. Positive Drainage

1.0 Description. The contractor shall be made aware that this project alters the drainage collection and routing. Care shall be taken during construction to provide proper drainage.

2.0 Construction Requirements. The contractor shall maintain positive drainage for all properties and shall not create locations of ponding or other drainage concerns to property

owners. The contractor shall alert the engineer of any potential concerns during construction that may affect the ability to maintain positive drainage.

3.0 Basis of Payment. No direct payment will be made for compliance with this provision. All equipment and labor necessary for the work described shall be considered incidental to and completely covered by other items 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

1.0 Description. The contractor shall install signs as specified in the plans. 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.

2.0 Construction Requirements. 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.

3.0 Basis of Payment. All costs incurred for complying with this provision shall be considered completely covered by the contract unit price for Item No. 903-12.80, 2.5 IN. PSST Post-12 GA., per Linear Foot and Item No. 903-12.85, Concrete Post Anchor for 2.5 IN. PSST-7 GA., per Each.

X. Temporary Long-Term Rumble Strips JSP-13-04C

1.0 Description. The work shall include furnishing, installing, maintaining, and removing long-term rumble strips, as shown in the plans, or as designated by the engineer.

2.0 Material.

2.1 The long-term rumble strips shall be 10 feet to 12 feet in length, fabricated from a polymer material, and be orange in color.

2.2 The long-term rumble strips shall have a minimum width of 4 inches, but no greater than 6 inches. The long-term rumble strips shall have a minimum thickness of 0.25 inch, but no greater than 0.50 inch.

2.3 The long-term rumble strips shall have a pre-applied adhesive backing for securing to the asphalt or concrete roadway surface.

3.0 Construction. Long-term rumble strips layout and spacing shall be in accordance with the plans or as approved by the engineer. The long-term rumble strips shall be installed and removed in accordance with manufacturer's recommendation. The contractor shall monitor and repair, and maintain if necessary, the long-term rumble strips until removed.

3.1 Each set shall consist of five individual strips spaced ten to twelve feet on center.

3.2 The long-term rumble strips removal process shall not damage the roadway surface. If any damage occurs to the pavement during the removal of long-term rumble strips, the contractor shall replace or repair the damaged pavement at no cost to the Commission.

4.0 Method of Measurement. Measurement of long-term rumble strips will be per each complete set of five strips.

5.0 Basis of Payment. The accepted quantity of Temporary Long-Term Rumble Strips sets will be paid for at the contract unit price for Item No. 616-20.02, Temporary Long-Term Rumble Strips, per each set. The long-term rumble strips unit bid price shall include the cost of all labor, equipment, and materials to install, maintain, and remove the rumble strips.

Y. Relocating and Mounting Existing Signs to New Posts

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

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

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

4.0 Basis of Payment. All cost incurred for relocating and mounting existing signs to new posts at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item No. 903-99.02, Relocate Exist. Signs to New Posts, per Each. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

Z. Cooperation Between Contractors – SW

1.0 Description. This contract is one of several contemplated relative to the overall project. Separate contracts may be let that will be within this contract's area.

2.0 Construction Requirements.

2.1 The work for this project shall be performed in the order necessary to best facilitate the early completion of the combined projects on this improvement. The contractor shall be required to arrange the storage of materials and equipment and perform the construction operations so as not to unduly interfere with the operations of other contractors. This may require the contractor to store equipment and materials off state right of way and make the necessary arrangements for storage sites.

2.2 Full cooperation of the contractors involved with this improvement in careful and complete coordination of their respective activities in the area will be required. Each contractor involved

shall so schedule and conduct work as to avoid unnecessary inconvenience, delay to another and a manner as not to damage work being performed or completed by another. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

3.0 The contractor shall be aware of the following contracts that will be administered within the limits of this contract.

J7P3386: This project involves the resurfacing of U.S. Route 60 from the Oklahoma state line to Route 37 in Monett. The project is scheduled to be awarded in December 2025 with a notice to proceed in January 2026. The tentative completion date for this resurfacing project will be November 1, 2026.

J7P3529: This project involves the replacement of the traffic signal at the intersection of U.S. Route 60 and Oak Ridge Drive. The project is scheduled to be awarded in April 2025 with a notice to proceed in May 2025. The tentative completion date for this signal replacement project is December 1, 2025.

JSR0296: This project involves installing a seal coat on Route 97 from south of County Road 2210 to Route B. The project is scheduled to be awarded in December 2024 with a notice to proceed in January 2025. The tentative completion date for this seal coat project will be November 1, 2025.

3.1 The contractor shall coordinate with the J7P3386, J7P3529, and JSR0296 contractors to facilitate construction of the improvements with minimal rework and disruption to the traveling public.

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. Payment for the above-described work will be considered completely covered by the contract unit price for other items included in the contract.

AA. Relocation of Existing Signal Controller

1.0 Description. The contractor shall remove and relocate the existing flasher signal controller and cabinet at the US 60 and Route Y/CC intersection as shown on the plans.

2.0 Construction. The contractor shall coordinate and make arrangements with the MoDOT Southwest District Traffic Department before they disconnect and relocate the existing signal controller. The contractor shall contact Sarah Keen, Traffic Studies Specialist (TCM), at (417) 895-7395, a minimum of 48 hours prior to beginning this item of work. Any damage to the existing signal controller, cabinet or other internal equipment resulting from the contractor's operations shall be repaired or replaced to the satisfaction of the engineer, at the contractor's expense.

2.1 The relocated controller cabinet shall be mounted to the new Type 2 Power Supply.

3.0 Method of Measurement. Measurement for the relocation of the existing signal controller will be made per each.

4.0 Basis of Payment. All labor, equipment, material, and incidentals required to complete the described work will be paid for at the contract unit price for Item No. 902-99.01, "Relocation of Existing Signal Controller", per lump sum.

BB. Transverse Rumble Strips

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

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

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

4.0 Basis of Payment. The accepted quantity of Transverse Rumble Strips will be paid for at the contract unit price for Item No. 626-99.03, "Transverse Rumble Strip", per Linear Foot. The Transverse Rumble Strips unit bid price shall include the cost of all labor, equipment, and materials to install the rumble strips, including mobilization.

CC. Radar Speed Advisory System NJSP 21-06

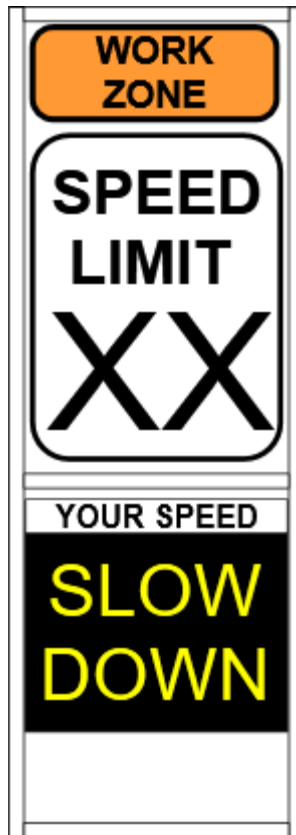
1.0 General. The Radar Speed Advisory System (RSAS) shall be a portable, automated, and solar powered system that displays real-time speed data in operation 24 hours per day, seven days per week during active work zones for the duration of this contract.

2.0 Description. This item shall consist of furnishing, installing, relocating, operating, and removing a RSAS meeting the requirements noted herein, and providing a work zone specialist responsible for maintaining the system during the duration of this contract. The contractor shall assume responsibility for any damaged equipment due to crashes, vandalism, adverse weather, etc. that may occur during the system's deployment.

2.1 The Contractor shall furnish and maintain this system for measuring and delivering real-time messages for the work zone.

2.2 The contractor will be responsible to relocate the devices as directed by the engineer. When the equipment is not in use, it shall be turned away from traffic. When the equipment is no longer required for longer than a 24-hour period, the RSAS shall be stored in accordance with Section 107.5. When the equipment is no longer required for this contract, the contractor shall remove it and retain ownership.

3.0 System Requirements. The RSAS shall include a trailer with a 36"x24" Work Zone Plaque with a 36"x48" R2-1 sign that reflects the work zone speed limit. The signs shall be in accordance with Section 903. The trailer shall be marked with red and white conspicuity tape along the flat edges of the trailer tongue and framing.



3.1 The RSAS shall be equipped with a radar unit equipped with a data logger designed to detect speed and quantity of approaching vehicles. It shall meet the following requirements:

- The radar unit shall detect approaching vehicles at a minimum of 1,000 feet.
- The radar is accurate to plus or minus one mile per hour.

3.2 The RSAS display shall be at a height visible for situations where the trailer is behind a temporary barrier. The display shall meet the additional following requirements:

- Amber display with an automatic brightness control for high visibility in both daytime and nighttime situations.
- The display shall have a minimum character height of 18 inches.
- The display shall be legible at a minimum distance of 750 feet.
- The display allows input of the work zone speed in multiples of 5 miles per hour.
- The display shall indicate the speed of the approaching vehicle when the speed is less than or equal to the work zone speed limit (Non-Flash Mode).
- The display shall indicate the speed of the approaching vehicle when the speed is 1-10 miles per hour greater than the work zone speed limit (Flash Mode).
- The display shall indicate "SLOW DOWN" when the speed of the approaching vehicle is greater than 10 miles per hour of the work zone speed limit.

3.3 The RSAS shall include a self-contained electrical power source that, with or without maintenance, will ensure continuous operation of the RSAS throughout the duration of this contract.

3.4 The RSAS may be equipped with a high-speed Global Positioning System (GPS) and a cellular device to connect for remote management and data retention. If optioned for, the remote management and data application must provide the following:

- Allow users to configure, update, and monitor the operation of the RSAS, including review of the data collected in real-time, for the duration of this contract.
- The application shall display the specific project the RSAS is deployed on and the specific location of the RSAS on a map interface.
- Store and maintain traffic volume and speed data collected throughout the duration of this contract in a secure location.
- Allow users to download the data in an approved format.

3.5 The RSAS's sensors shall be side-fired microwave radar type whose accuracy is not degraded by inclement weather and visibility conditions including precipitation, fog, darkness, excessive dust, and road debris. These sensors shall be capable of acquiring traffic data from up to three (3) lanes of traffic on a lane-by-lane basis.

3.6 The RSAS shall be National Transportation Communications for ITS Protocol (NTCIP) compliant.

3.7 The RSAS may be equipped with Red or Red and Blue Warning Lights that are in accordance with Section 616.5.1.1.

4.0 Construction. Install the RSAS in accordance with the manufacturer's recommendations and the following requirements:

4.1 Locate the RSAS downstream of the initial sign package, as shown in the plans or as directed by the engineer. Relocation of the trailer should be considered every two weeks or as required by the engineer.

4.2 Orient the RSAS so the digital display and any other signing are fully visible to oncoming traffic.

4.3 Ensure the RSAS is not obstructed by other traffic control devices, construction materials or equipment, and is able to detect traffic.

4.4 Ensure the RSAS trailer is level while the wheels are elevated from the ground.

4.5 Adjust the display brightness for maximum visibility.

4.6 Ensure the controller is locked at all times and default passwords are not used.

4.7 Update the R2-1 sign as necessary to reflect any changes in the speed throughout the project.

4.8 If the RSAS malfunctions, it shall be turned away from traffic.

5.0 Method of Measurement. Measurement of Radar Speed Advisory System will be per each individual Radar Speed Advisory System.

6.0 Basis of Payment. The accepted quantity of Radar Speed Advisory System will be paid for at the contract unit price for Item Number 616-10.95, "Radar Speed Advisory System" per Each, in accordance with Section 616.12.

DD. 8" Red Tinted Concrete Truck Apron

1.0 Description. This work shall consist of 8-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 No. 502-99.05, "8 IN. Red Tint Concrete Truck Apron", per square yard.

EE. 3 ft. Roll Back Curb and Gutter

1.0 Description. This work shall consist of constructing the 3 ft. Roll Back Curb and 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.

FF. Access to Commercial and Private Properties

1.0 Description. This improvement is located within a commercial and residential area. While working on entrances or adjacent properties, the contractor shall make every reasonable effort to minimize any interference to the properties and to pursue the work diligently. Under no circumstances shall the contractor completely block ingress/egress to and from businesses during the normal business hours of each business unless as approved in advance by the property owner and the engineer.

1.1 The contractor shall notify the engineer seven (7) calendar days prior to any area of sidewalk or entrance construction. After notification from the contractor, the engineer will contact each property owner at least one week prior to any sidewalk or entrance construction within their

property limits to advise them of the work that will take place and the timeframe of the work.

2.0 Construction Requirements. If there exists more than one entrance to the property, the contractor shall keep a minimum of one entrance to that property completely open at all times unless approved in advance by the property owner and the engineer. If there is only one entrance, the contractor shall only construct one half of the entrance at a time. The minimum compressive strength of the concrete shall be 2,500 psi for light traffic (residential) and 3,000 psi for commercial traffic before allowing access.

3.0 Liquidated Damages Specified. If the entire entrance is not complete and open to traffic within **seven (7) calendar days**, 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 **\$3,200 per day** for each full day that an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

GG. Tree Clearing Restriction

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

HH. Waterline – Steel Casing Pipe

1.0 Description. This work shall consist of installing U.S. Fish and Wildlife Service provided steel casing pipe of the size specified on the plans. The contractor shall locate existing waterlines and install steel casing pipe within 10 feet of the current waterlines, and at the same elevations of the existing waterlines. Steel casing pipes shall be installed in a straight line.

2.0 Material and Construction Requirements. Steel casing pipes shall be installed in accordance with Section 603.

2.1 Material Pickup. The U.S. Fish and Wildlife service will deliver the Steel Casing Pipe to the MoDOT Neosho Maintenance Lot at:

1439 Malcolm Mosby Drive
Neosho, Missouri 64850

The contractor shall be responsible for transporting the steel pipe material from the maintenance lot to the project site. The contractor shall coordinate and make arrangements with Sheila Denmark, Neosho Maintenance Supervisor, a minimum of three (3) business days prior to pick up at (417) 621-6355 – office or (417) 633-3284 – cell. The contractor is responsible for any damage to the steel pipe material during transport from the maintenance lot, and for any equipment and personnel required to load and transport the pipe.

3.0 Method of Measurement. Steel casing pipe installation shall be measured to the nearest 1.0 linear foot.

4.0 Basis of Payment. No direct payment will be made for loading, transportation, excavation, or backfill. 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 No. 603-99.03, Water (24 In. Steel Casing Pipe Installation), per linear foot.

II. Waterline – Concrete Cradle

1.0 Description. This work shall consist of installing a concrete cradle on portions of existing waterlines in areas of fill where no concrete encasement exists around existing waterlines as detailed in the plans or as directed by the engineer. The contractor shall locate existing waterlines at no direct pay.

2.0 Material. All material shall be in accordance with Division 1000. Reinforcing Steel for Concrete shall be in accordance with Sec 1036. Concrete used for cradle shall be Class B or concrete of a commercial mixture in accordance with Sec 501.

3.0 Method of Measurement. Concrete Cradle shall be measured to the nearest 1.0 linear foot installed.

4.0 Basis of Payment. No direct payment will be made for locating existing waterlines, excavation, or backfill. 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 No. 603-99.03, Water (Concrete Cradle Encasement), per linear foot.

JJ. Truck Mounted Attenuator (TMA) for Stationary Activities

1.0 Description. Provide and maintain Truck Mounted Attenuators (TMA) in accordance with Sec 612 and as specified herein.

2.0 Construction Requirements. Truck Mounted Attenuators (TMA) shall be used for the work activities indicated in the plans or specified herein.

2.1 TMA's will be required at all intersections where removal of existing pavement adjacent to the travel lanes has occurred.

3.0 Method of Measurement. No measurement will be made for Truck Mounted Attenuators (TMA).

4.0 Basis of Payment. Delete Sec 612.5.1 and substitute with the following:

612.5.1 No payment will be made for truck mounted attenuators (TMAs) used in mobile operations or for any TMAs designated as optional.

612.5.1.1 Payment for TMAs required for stationary work activities will be paid for at the contract unit bid price for Item 612-30.01, Truck Mounted Attenuator (TMA), per lump sum. The lump sum payment includes all work activities that require a TMA, regardless of the number of deployments, relocations, or length of time utilized. No payment will be made for repair or replacement of damaged TMAs.

KK. Island Marking Face and Top of Curb

1.0 Description. This work shall include permanent pavement marking of the face and top of the splitter islands at the roundabouts at Route HH and Route 97, 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. Face and top of curb permanent pavement marking shall be measured per linear foot of curb to be painted.

4.0 Basis of Payment. The accepted quantity of face and top of curb permanent pavement marking will be paid for at the contract unit price for Item No. 620-99.03, "Island Marking Face & Top of Curb, Yellow", per linear foot and Item No. 620-99.03, "Island Marking Face & Top of Curb, White", per linear foot, and shall include the cost of all labor, equipment, and materials to fully paint the Splitter Islands as marked in the plans.

LL. Asphaltic Concrete Superpave by Square Yard

1.0 Description. This work shall consist of asphaltic concrete pavement 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 as computed and show 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.

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 pavement for aggregate base will be shown on the plans.

2.3 The contractor shall comply with Sections 401 through 403.

3.0 Method of Measurement. The quantities of asphaltic concrete pavement shall be measured in accordance with section 403.22.

4.0 Basis of Payment. The accepted quantity will be paid for by the contact unit bid price for Item No. 403-99.05, "Asphaltic Concrete Superpave", per square yard and shall include the cost of all labor, equipment, and materials to install pavement.



REVISED

MM. Right of Way Clearance – Delayed Possession

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

- ~~Parcel 1 (E73 Capital, LLC) – RW, PE and TCE~~
- Parcel 2 (Nancy Sexton) – RW
- ~~Parcel 3 (NCI Neosho DG, LLC) – TCE~~
- ~~Parcel 4 (City of Monett) – RW and TCE~~
- ~~Parcel 5 (Animal Clinic of Pierce City LLC) – RW, PE and TCE~~
- Parcel 6 (Keeling Land and Cattle-SWMO LLC) – RW and TCE
- ~~Parcel 7 (Ken and Meagan Booth) – RW, PE and TCE~~

1.1 The contractor shall inform itself of the locations of these tracts. 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 these tracts are 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 seven 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.

NN. Disposition of Existing Signal/Lighting and Network Equipment

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:

Joplin Signal Shop
2800 Stephens Boulevard
Joplin, MO 64804
Phone number: (417) 621-6567

2.0 Signal Equipment. All equipment other than network communication devices noted in Section 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 asking for the field traffic supervisor (Shannon Johnson).

3.0 Network Communication Devices. Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the address listed below. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling phone number listed below and providing details for the delivery.

Transportation Management Center of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Phone number: (417) 895-7665 – Marc Lewis, Traffic Center Manager

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 Item No. 202-20.10, "Removal of Improvements", per lump sum.

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);
- (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).

PP. Service Signing

1.0 Description. All installation, relocation and repair of Missouri LOGO and Tourist Oriented Destination Signs (TODS) shall be coordinated between the engineer, contractor, and the designated Missouri LOGO representative.

1.1 It shall be noted by the contractor that Missouri LOGOS is responsible for the installation, relocation and repair of all LOGO and TODS Signs on MoDOT owned right of way. The contractor shall be solely responsible and liable for determining any impact to LOGO or TODS Signing due to contractor operations during construction of this contract. The contractor shall be responsible for notifying Missouri LOGOS at the time of the preconstruction meeting when a service sign is determined to be impacted and advise Missouri LOGOS of the project details. The Missouri LOGO representative will attend these meetings at their discretion. The Missouri LOGO representative shall be contacted 24 hours a day, 7 days per week at (573) 291-6788.

1.2 When Missouri LOGOS has to perform work within the limits of the project, Missouri LOGOS will conduct work so as not to interfere with or hinder the progress or completion of the work being performed by the contractor. Full cooperation of the contractors involved, in careful and complete coordination of their respective activities in the area, will be required.

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 this provision.

QQ. Optional Pavements

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 thicker 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.

RR. Flasher Signal Head

1.0 Description. This work shall consist of furnishing and installing a four-face, 1-section, span wire mounted signal head for flasher operation at the intersection of Route 60 and Routes Y/CC as shown on the plans or as directed by the engineer.

2.0 Material and Construction Requirements. The four-face, 1-section, span wire mounted signal head shall be installed in accordance with Section 902.

3.0 Method of Measurement. Measurement for the four-face, 1-section, span wire mounted signal head will be made per each.

4.0 Basis of Payment. All labor, equipment, material, and incidentals required to complete the described work will be paid for at the contract unit price for Item No. 902-99.02, "Signal Head, Type 1111C", per each.

SS. Special Conditions for Work Within Neosho National Fish Hatchery Easements

1.0 Description. The Missouri Highways and Transportation Commission (MoDOT) has entered into a Consent and Waiver Agreement with the United States of America, Department of the Interior, to allow work on this project within the boundaries of existing pipeline easements which are dedicated to supplying water to the Neosho National Fish Hatchery.

1.1 The contractor shall take the utmost care while working within these easements to avoid damaging or disturbing the existing water lines. Any damage to existing water lines shall be repaired at the contractor's expense.

1.2 The contractor shall notify the Neosho National Fish Hatchery before locating the existing water lines, installing steel casing pipe, or installing concrete cradle encasement as required elsewhere in these special provisions. Neosho National Fish Hatchery staff and their representatives shall be allowed full access to the site at all times.

1.3 The contractor shall indemnify and save harmless the United States of America, the United States Department of the Interior, the United States Fish and Wildlife Service, the Neosho National Fish Hatchery, and their agents, employees and assigns from all claims or suits made or brought for bodily injury, death or property damage arising from performance of the work on the existing pipeline easements.

2.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of compliance with this provision.