


Job No.: JNW0030  
Routes: MO 139, CC, D, EE  
and M  
County: Carroll, Chariton

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

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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b>OWN, Inc.</b> 2215 Fairlawn Ave. Carthage, MO 64836 Certificate of Authority: Consultant Phone: 417-358-9551
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JNW0030 CARROLL & CHARITON COUNTIES DATE PREPARED: 03/27/2025
	ADDENDUM DATE:

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

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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](http://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](http://www.modot.org) under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages JSP-13-01D

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

**2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects (job numbers) shall be completed on or before the Contract Completion date

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specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed Date: June 9, 2025  
Contract Completion Date: September 1, 2026

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

<b>Job Number</b>	<b>Calendar Days</b>	<b>Daily Road User Cost</b>
JNW0030	N/A	\$1,800

**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 **\$750** 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. Work Zone Traffic Management JSP-02-06N

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

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

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

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

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

**3.0 Work Hour Restrictions.**

**3.1** Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

- Memorial Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day

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

<b>When Independence Day falls on:</b>	<b>The Holiday is Observed on:</b>	<b>Halt Lane Closures beginning at:</b>	<b>Allow Lane Closures to resume at:</b>
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 shown below. All lanes shall be open to traffic in accordance with Section H, Liquidated Damages Specified. Events with dates To Be Determined (TBD) will be provided to the contractor as soon as actual dates can be confirmed by Town officials.

<b>Town</b>	<b>Special Event</b>	<b>Celebrated on</b>
Sumner	Goose Festival	(Dates TBD)
Mendon	Old Fashion Saturday in August	(Dates TBD)
Bosworth	Truck Show	March 29, 2025 and May 30, 2026
Keytesville	Sterling Price Festival	~ 2 <sup>nd</sup> Weekend in September (TBD)
Norborne	Soy Bean Festival	July 31 thru August 2, 2025 and July 30 thru August 1, 2026
Hale	Halloween Boo Fest Thanksgiving Parade	Halloween Day 2025 and 2026 Thanksgiving Day 2025 and 2026

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

**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.

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

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

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

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

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

<b>Missouri Highway Patrol (Troop A, Lee's Summit) (816) 622-0800</b>
<b>Missouri Highway Patrol (Troop B, Macon) (660) 385-2132</b>
Carroll County Sheriff (Carrollton) (660) 542-2828
Chariton County Sheriff (Keytesville) (660) 288-3275
City of Bosworth (Fire Department): (660) 534-7747
City of Mendon (Fire Department): (660) 272-3880
City of Norborne (Fire Department): (660) 593-3775
City of Sumner (Fire Department): (660) 856-3333

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

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

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

E. Project Contact for Contractor/Bidder Questions JSP-96-05

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

Richard Orr, Project Contact  
Northwest District  
3602 North Belt Hwy  
Saint Joseph, MO 64506

Telephone Number: (816) 387-2483  
Email: [Richard.Orr@modot.mo.gov](mailto:Richard.Orr@modot.mo.gov)

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

F. Clean Water Act Requirements

**1.0 Description.** The Contractor shall be aware that any work within streams, wetlands, or special aquatic sites requires a Section 404 permit from the Corps of Engineers.

**2.0** The project meets the conditions of the following listed permits with no pre-construction notification to the Corps of Engineers:

Section 404 Nationwide Permit 3 (Maintenance Projects)

**3.0** The Contractor shall abide by all general conditions of Section 404 and 401 Permits, and specific conditions of the following listed Nationwide Permit found in the General Provisions and Supplemental Specifications to the current Missouri Standard Specifications for Highway Construction referenced in this contract.

Section 404 Nationwide Permit 3 (Maintenance Projects)

**3.1** If there are any changes to the scope or limits to the project, the Contractor must notify the Engineer who will then notify the MoDOT Environmental Section to verify that the project still meets permit conditions.

**3.2** No additional time will be added to the contract for the contractor to obtain any permits.



**4.0 Basis of Payment.** There will be no direct payment for compliance with this provision.

G. Winter Months Requirements

**1.0 Description.** This project contains work which spans the winter months.

**2.0 Work to be Completed.** When the contractor ceases operations for the winter months, all sidewalks, entrances, and all other construction activities shall be completed through each town where work has been started prior to the winter shut down period. Seed growth need not be established within newly graded areas adjacent to sidewalks/entrances as long as protective erosion control blanket has been installed over all seeded areas prior to the winter shut down.

**3.0 Winter Related Maintenance Activities.** Liquidated damages will be assessed for each town where construction is incomplete until such a time as all work in that town has been finished, excluding seed growth.

**4.0 Basis of Payment.** There will be no direct pay for compliance with this provision.

H. Liquidated Damages Specified

**1.0 Description.** If project work in each of the 7 towns in this contract is not complete and open to traffic within the consecutive number of calendar days associated with each town, as shown in the table below, 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 **\$500** per day for each full day that project work is not complete and open to traffic in excess of the limitation specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

City	Consecutive Calendar Days
Sumner	45 days
Rothville	65 days
Mendon	50 days
Bosworth	50 days
Keytesville	15 days
Norborne	90 days
Hale	15 days

**1.1** All contract sidewalk improvements started within each town shall also be completed prior to the celebration of Special Events listed in Section 3.1.2 of Provision C, Work Zone Traffic Management.

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**1.2** 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.

I. Temporary Construction Easements

**1.0 Description.** MODOT has obtained temporary construction easements from property owners in order to construct improvements for the project. Businesses within the project limits will continue utilizing those construction easements to conduct their day to day business. The contractor shall coordinate with the business owners to minimize the amount of time and space needed to construct the improvements located inside each temporary construction easement.

**2.0 Construction Requirements.** The contractor shall not disturb any business improvements, besides the entrances or parking lots, located inside each temporary construction easement, unless shown as such on the plans. Business improvements include such things as, but not limited to, business signs and their electrical connections, landscaping, or sprinkler systems. The Contractor will be solely responsible to repair or replace any improvements disturbed that are not specifically marked on the plans for removal or adjustment, at the Contractor's cost.

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

J. Access to Commercial and Private Properties

**1.0 Description.** These improvements are located within commercial and residential areas. 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 fourteen (14) 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 unless approved in advance by the property owner and the engineer. If there is only one entrance, the contractor shall construct one half of the entrance at a time. For single entrances less than 15-foot wide the contractor shall complete the driveway construction within a timeframe approved by the engineer and property owner. If the driveway is not open within the agreed to timeframe liquidated damages specified in section 3.0 below will occur commencing with the day after the agreed timeframe is not met.

The minimum compressive strength of the concrete shall be 1500 psi for light traffic (residential) and 2000 psi for commercial traffic before allowing access.

**3.0 Liquidated Damages Specified.** If the entire entrance is not complete and open to traffic within **ten (10) 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 **\$250 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.

K. Damage to Existing Pavement, Side Roads, and Entrances

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

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

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

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

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.

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- (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](http://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. Lump Sum Temporary Traffic Control JSP-22-01A

**1.0 Delete Sec 616.11 and insert the following:**

**616.11 Method of Measurement.** Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

**616.11.1 Lump Sum Temporary Traffic Control.** No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

**2.0 Delete Sec 616.12 and insert the following:**

**616.12 Basis of Payment.** All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.

**616.12.1 Lump Sum Temporary Traffic Control.** Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

**616.12.1.1 Partial payments.** For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.

(c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.

(d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

**616.12.1.2** Temporary traffic control will be paid for at the contract lump sum price for Item:

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

N. ADA Compliant Moveable Barricade

**1.0 Description.** This work shall consist of utilizing Detectable Pedestrian Channelizing Barricades as shown on the plans and in accordance with the Manual for Uniform Traffic Control Devices. The pedestrian barricade is similar to the Type 2 Barricade indicated in Section 6F.63.

**2.0 Basis of Payment.** Payment for furnishing and installing the pedestrian barricades shall be included in the contract unit price for Item 616-99.01, Misc. Lump Sum Temporary Traffic Control, Lump Sum.

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

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

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

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

**2.1** The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23,

2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

### **3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

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

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

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



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

P. Linear Grading for ADA Facilities

**1.0 Description.** This work shall consist of altering the existing roadside features to the required grade and cross sections shown in the plans (if applicable), or to comply with typical sections, running slopes, drop-off and side-slope standards, consistent with the guidelines set forth in the Americans with Disabilities Act (ADA). This work shall be in accordance with Sections 202 and 207 and accompanying provisions except as modified herein.

**2.0 Construction Requirements.** The roadside shall be brought to the required grade and cross section as established in Section 1.0 of this provision, to a uniform appearance, free of sharp breaks or humps. Minor deviations will be allowed, to take advantage of favorable topography, as approved by the engineer.

**2.1** The contractor shall remove all existing roadside improvements necessary to facilitate the new sidewalk and curb ramp construction, along with any other roadside removal items at, or adjacent to the pedestrian pathway, as noted in the plans or as approved by the engineer. This shall include the removal and/or saw cutting at existing raised islands or median strips to construct the pedestrian pathway. The contractor shall pay special care to existing utilities to be used in place or relocated by others.

**2.2** The contractor shall be responsible for all excavation and embankment work necessary to facilitate construction of new ADA compliant facilities; normally consisting of subgrade and subsequent finished grading for sidewalks, curbs, curb ramps; and may include miscellaneous grading work for items such as ditches, entrances, paved approaches, driveways, and pipes, at or adjacent to proposed new sidewalk facilities.

**2.3** By this provision, it may be necessary to excavate, stockpile, and haul some material within the project limits. Due to staging and/or Right-of-Way constraints, it may be necessary to dispose of unusable material off Right-of-Way, and/or haul a replacement volume of material back to achieve the desired grades.

**2.4** All removals of Portland or Asphaltic Concrete performed under this provision will require saw-cutting a neat/clean edge along the removal lines at no direct pay, unless otherwise provided for in the contract.

**2.5** This provision does not include the performance of work identified elsewhere in the contract plans and paid for, separately, under the Removal of Improvements pay item, by Lump Sum.

**3.0 Method of Measurement.** The measurement of Linear Grading for ADA Facilities will be made along the lengths of new sidewalk, curb ramp, and/or paved approaches on each side of the roadway where the work is to be performed. Measurement will be made to the nearest 1-foot for each sidewalk work area, totaled, and paid to the nearest 1-foot for final pay. Final field measurement will not be made except where appreciable errors are found, or authorized changes have been made.

**4.0 Basis of Payment.** The accepted quantities of Linear Grading for ADA Facilities will be paid per total plan quantities at the contract unit price for item 207-99.03, "Linear Grading for ADA Facilities", per Linear Foot and will be considered full compensation for all labor, equipment, material, waste fees, disposal agreements, material acquisition, or other construction costs involved to complete the described work.

Q. 100% Biodegradable Erosion Control Blankets

**1.0 Description.** This work shall consist of installing 100% biodegradable erosion control blankets in accordance with Sec 806.90.

**2.0 Material.** The erosion control blankets shall be composed of 100% biodegradable materials and shall be in accordance with Sec 1011.3.5.

**3.0 Basis of Payment.** The accepted quantity of 100% biodegradable erosion control blankets will be paid at the contract unit price, per square yard, for:

Item No.	Unit	Description
806-99.05	Square Yard	Modified Type 2D Erosion Control Blanket

**3.1** Payment will be considered full compensation for all labor, equipment, and material necessary to complete the described work.

R. Removal and Resetting of Existing Street Signs and Posts

**1.0 Description.** The contractor shall remove and reset existing street signs and posts as directed in the plans.

**2.0 Construction Requirements.** The contractor shall use standard care in removing and resetting the existing street signs and posts. If the signs or posts are damaged during removal or reinstallation, the cost, labor, and materials to replace or repair the damaged sign(s) or post(s) shall be borne by the contractor.

**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.

S. Tree Stump Removal

**1.0 Description.** There are 20 tree stumps in various locations/towns depicted in the contract plans that need to be removed before new sidewalk can be constructed at those locations. This provision covers tree stump removal requirements for locations specified in the contract plans.

**2.0 Requirements.** The contractor's removal methods shall not damage existing buildings, utilities, or property. The stumps shall be completely removed, grubbed, and any resulting holes backfilled. All removed stumps and vegetative material shall be hauled away and disposed of at locations approved by the engineer.

**2.1 Method of Measurement.** Measurement will be made per tree stump removed at the locations specified in the contract plans.

**3.0 Basis of Payment.** The accepted quantity of Tree Stump Removal will be paid for by the contract unit bid price for:

Item No.	Unit	Description
201-99.02	Each	Tree Stump Removal

T. Tree Clearing Restriction

**1.0 Description.** The project is within the known range of federally endangered bats. These bats are known to roost in trees when not in winter hibernation. To avoid potential negative impacts to protected bats, removal of trees will only be allowed between October 15 and March 31 of the following year.

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

U. Order of Work

**1.0 Description.** The contractor shall construct the pedestrian improvements on only one side of the route through each town at a time. When the work is fully completed on that side, the contractor will then be allowed to commence work on the remaining side in that town. Once all work has been performed in a town, the contractor will be allowed to proceed to the next town. Final approval of changes will be at discretion of the engineer.

V. Positive Drainage

**1.0 Description.** The contractor shall be made aware that this project may alter the drainage collection and routing through these cities. 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. ADA Material Testing Frequency Modifications

**1.0 Description.** This provision revises the Inspection and Testing Plan (ITP) for the construction of ADA compliant features to better match the nature of the work. The Quality Control (QC) testing frequency for the Sections identified below are to be revised as specified.

**2.0 Compaction Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches.** (Revises ITP Sec 304.3.4) Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation. Acceptance will be based upon a visual inspection by the engineer.

**3.0 Gradation Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches.** (Revises ITP Sec 304.4.1) Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

**4.0 Concrete Plant Checklists.** (Revises ITP Sec 501) Submittal of the 501 Concrete Plant Checklist will be once per week when the contractor is only pouring curb, sidewalk, paved approaches, and curb ramps.

**5.0 Concrete Median, Median Strip, Sidewalk, Curb Ramps, and Curb.** (Revises ITP Sec 608) The required frequency will be the first truckload for the project and each 100 CUYDs for air and slump thereafter. Strength will be verified by use of cylinders or maturity meters at a minimum rate of one per 100 CUYD.

**6.0 Paved Approaches.** (ITP Sec 608) The required testing of one test from the first truckload per day and each 100 CUYDs for air and slump will remain per ITP. Strength will be verified by use of cylinders or maturity meters at a minimum rate of one per 100 CUYD.

**7.0 Curb Concrete.** (Revises ITP Sec 609) The required frequency will be the same as Sec 5.0 above.

**8.0 Basis of Payment.** No direct payment will be made to the contractor to fulfill the above requirements.

X. Temporary Support/Bracing of Building Overhang Structures

**1.0 Description.** This work shall consist of the contractor providing temporary shoring or other support for overhang structures that may be affected by sidewalk construction under the building overhangs.

**2.0 Requirements.** The contractor shall support overhang structures with temporary bracing or saw-cutting around support bases for the purpose of removing existing sidewalk and constructing new sidewalk.

**3.0 Locations.** The contractor should brace or support as necessary building overhangs in the following towns during sidewalk removal/construction:

- Sumner - 116 Centre Street (Parcel 6) and 208 Centre Street.
- Mendon - 323 Main Street (Mendon Social Club) and 211 Main Street.
- Norborne - 106 South Pine Street.
- Bosworth - 116 Kansas Ave.

Other locations that are not explicitly identified may require the contractor to support or brace structures that are attached to buildings during existing sidewalk removal or new sidewalk construction. The contractor shall repair any damage caused by the removal of existing sidewalk or construction of new facilities.

**4.0 Basis of Payment.** Payment for providing temporary support and bracing of building overhang structures shall be considered covered in the contract unit price for:

Item No.	Unit	Description
605-99.03	Lump Sum	Misc. Temp. Support/Bracing of Building Overhang Structures

Y. 2.5-Inch Sidewalk Drains

**1.0 Description.** This work shall consist of constructing 2.5-inch PVC Sidewalk Drains.

**2.0 Materials.** The PVC Sidewalk Drain shall consist of 2.5-inch PVC pipe or substitute approved by the engineer.

**3.0 Requirements.** The PVC pipe shall be placed on top of the 4-inch aggregate base and secured in place to allow construction of the sidewalk while the PVC pipe remains stationary. The pipe shall be positioned flush with the vertical side of the sidewalk on the upstream side of the drainage feature and extend beyond the vertical side of the sidewalk on the downstream side of the drainage feature or as directed by the engineer. See typical section of plans for further details.

**4.0 Basis of Payment.** The materials, construction and labor to perform the work as required by this provision shall be completely paid for in the contract unit price of the bid item 725-99.03 2.5-inch PVC Sidewalk Drain, per linear foot.

Z. 8-Inch Group C Pipe

**2.0 Description.** This work shall consist of constructing 8-inch Group C Pipe.

**2.0 Materials.** The materials shall meet the specifications for Group C Pipe as mentioned in the Missouri Standard Specifications.

**3.0 Requirements.** The 8-inch Group C Pipe shall be installed following Section 724 of the Missouri Standard Specifications. See typical section of plans for further details.

**4.0 Basis of Payment.** The materials, construction and labor to perform the work as required by this provision shall be completely paid for in the contract unit price of the bid item 725-99.03 8-Inch Group C Pipe, per linear foot.

AA. Slip-Resistant Steel Plate Drain Assembly

**1.0 Description.** This work shall consist of constructing a Slip-Resistant Steel Plate Drain Assembly as shown on the plans and in accordance with Section 609 of the Standard Specifications, and specifically as follows.

**2.0 Construction Requirements.** The contractor shall refer to the special sheets detailing the locations of the Slip-Resistant Steel Plate Drain Assembly installation. The contractor shall also pay special attention during construction to ensure proper drainage is achieved upon completion of construction.

**2.1** The ½” steel slip-resistant plate shall be installed flush with the top of the curb and secured to the top of the angle iron as detailed in Typical Section Sheet 3 of 3. The slip-resistant steel plate shall have a minimum static coefficient of friction of 0.6 and be ADA compliant since it is installed in the pedestrian access route. The Slip-Resistant Steel Plate will be galvanized in accordance with [Section 1081.20](#) of the Standard Specifications for Highway Construction.

**3.0 Method of Measurement.** The Steel Plates will be measured by linear feet. Final field measurement will not be required except where appreciable errors are found, or authorized changes have been made.

**4.0 Basis of Payment.** All labor, equipment and materials required to construct the Slip Resistant Steel Plate as designated on the plans and by this specification, complete in place with all incidental costs included, shall be included in the unit bid price for the following:

Item No.	Unit	Description
605-99.03	Linear Foot	Misc. Slip-Resistant Steel Plate Drain Assembly

BB. Supplemental Revisions JSP-18-01FF

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

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

- Stormwater Compliance Requirements

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

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

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

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

**2.1 Duties of the WPCM:**

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

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

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

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

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

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

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

- **Delete Sec 106.9 in its entirety and substitute the following:**

**106.9 Buy America Requirements.**

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



**106.9.1 Buy America Requirements for Iron and Steel.**

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

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

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

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

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

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

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

**106.9.4.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime

contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

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

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

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

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

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

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

**106.9.7 Buy America Requirements for Manufactured Products.**

Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

- Third-Party Test Waiver for Concrete Aggregate

**1.0 Description.** Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

**2.0 Material.** All aggregate for concrete shall be in accordance with Sec 1005.

**2.1** MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

**2.2** AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

**2.3** Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

**3.0 Testing Facility Requirements.** All third-party test facilities shall meet the requirements outlined in this provision.

**3.1** The testing facility shall be AASHTO accredited.

**3.1.1** For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

**3.1.2** Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

**3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

**3.3** Results, no more than five years old, from the third-party test facility shall compare within  $\pm 2.0$  percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

**3.4** When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

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**4.0 Method of Measurement.** There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

**5.0 Basis of Payment.** No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

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

**15.0 Bidder’s List Quote Summary.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder’s List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- **Add Sec 102.7.9 to include the following:**

**102.7.9 Bidder’s List Quote Summary.** Each bidder shall submit with each bid a summary of all subcontractors, suppliers, manufacturers, and truckers considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm’s name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder’s List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

CC. Utilities JSP-93-26F

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

**TOWN OF HALE**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Chariton Valley Telephone Anthony Steffes Email: <a href="mailto:asteffes@charitonvalley.com">asteffes@charitonvalley.com</a> Phone: (660) 768-5523	No	Telecommunications

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Farmers Electric Cooperative Troy Hermanson - (660) 646-4281 Email: <a href="mailto:troyh@fec-co.com">troyh@fec-co.com</a> Phone: (800) 927-5334	No	Electric
City of Hale Jonathan Locke Phone 1: (660) 565-2916 Phone 2: (660) 631-3936	No	Water, Sewer

**CITY OF KEYTESVILLE**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Brightspeed Walter Miller Email: <a href="mailto:walter.s.miller@brightspeed.com">walter.s.miller@brightspeed.com</a> Phone: (980) 376-1507	No	Telecommunications
Liberty Utilities Keaton Sullivan - (573) 501-1098 Email: <a href="mailto:keaton.sullivan@libertyutilities.com">keaton.sullivan@libertyutilities.com</a> Phone: (660) 646-5851	No	Water
City of Keytesville DeLaina Sommerfeld Email: <a href="mailto:citykey@mcmsys.com">citykey@mcmsys.com</a> Phone: (660) 288-3745	No	Sanitary Sewer
Evergy Brandon Bahr Email: <a href="mailto:brandon.bahr@evergy.com">brandon.bahr@evergy.com</a> Phone: (816) 223-2435	No	Electric
Chariton Valley Telephone Brian Mosier Email: <a href="mailto:bmosier@charitonvalley.com">bmosier@charitonvalley.com</a> Phone: (660) 395-9722	<b>See Section 2.3</b>	Telecommunications
Mediacom Derrick Hamilton Email: <a href="mailto:dhamilton1@mediacomc.com">dhamilton1@mediacomc.com</a> Phone: (573) 268-0896	No	Telecommunications
Sho-Me Technologies Brad McGoon Email: <a href="mailto:dmcgoon@shomepower.com">dmcgoon@shomepower.com</a> Phone: (417) 859-3529	No	Telecommunications

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**TOWN OF SUMNER**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Chariton Valley Telephone Anthony Steffes Email: <a href="mailto:asteffes@charitonvalley.com">asteffes@charitonvalley.com</a> Phone: (660) 768-5523	No	Telecommunications
Chariton-Linn County PWSD No. 3 Adam Thurman Email: <a href="mailto:pwsd3water@att.net">pwsd3water@att.net</a> Phone: (660) 413-3027	No	Water
City of Sumner Public Utilities Mary Williams Email: <a href="mailto:sumnermo94@yahoo.com">sumnermo94@yahoo.com</a> Phone: (660) 734-0506	No	Sanitary Sewer
Evergy Glenn Bender Email: <a href="mailto:glenn.bender@evergy.com">glenn.bender@evergy.com</a> Phone: (816) 489-3725	No	Electric
Windstream Communications David Christopher Email: <a href="mailto:david.christopher@windstream.com">david.christopher@windstream.com</a> Phone:(800) 289-1901	<b>See Section 2.4</b>	Telecommunications

**VILLAGE OF ROTHVILLE**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Chariton-Linn County PWSD No. 3 Adam Thurman Email: <a href="mailto:adamthurman99@gmail.com">adamthurman99@gmail.com</a> Phone: (660) 413-3027	No	Water
Village of Rothville Jeff Gray Email: <a href="mailto:gandpkennel@yahoo.com">gandpkennel@yahoo.com</a> Phone: (660) 412-3672	No	Sanitary Sewer
Farmers Electric Cooperative Troy Hermanson Email: <a href="mailto:troyh@fec-co.com">troyh@fec-co.com</a> Phone: (660) 646-4281	<b>See Section 2.1</b>	Electric
Windstream Communications David Christopher Email: <a href="mailto:david.christopher@windstream.com">david.christopher@windstream.com</a> Phone:(800) 289-1901	<b>See Section 2.4</b>	Telecommunications

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**TOWN OF MENDON**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Chariton-Linn County PWSD No. 3 Adam Thurman Email: <a href="mailto:adamthurman99@gmail.com">adamthurman99@gmail.com</a> Phone: (660) 413-3027	No	Water
City of Mendon Public Utilities Lesa Longfield Email: <a href="mailto:cityofmendon@gmail.com">cityofmendon@gmail.com</a> Phone: (660) 412-3672	No	Sanitary Sewer
Evergy Brandon Bahr Email: <a href="mailto:brandon.bahr@evergy.com">brandon.bahr@evergy.com</a> Phone: (816) 223-2435	No	Electric
Windstream Communications David Christopher Email: <a href="mailto:david.christopher@windstream.com">david.christopher@windstream.com</a> Phone:(800) 289-1901	<b>See Section 2.4</b>	Telecommunications

**CITY OF BOSWORTH**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Chariton Valley Telephone Anthony Steffes Email: <a href="mailto:asteffes@charitonvalley.com">asteffes@charitonvalley.com</a> Phone: (660) 768-5523	No	Water
City of Bosworth Aaron Bell Email: <a href="mailto:bellcarpentry@gmail.com">bellcarpentry@gmail.com</a> Phone: (660) 247-1004	No	Sanitary Sewer
Evergy Brandon Bahr Email: <a href="mailto:brandon.bahr@evergy.com">brandon.bahr@evergy.com</a> Phone: (816) 223-2435	No	Electric

**CITY OF NORBORNE**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Brightspeed Walter Miller Email: <a href="mailto:walter.s.miller@brightspeed.com">walter.s.miller@brightspeed.com</a> Phone: (980) 376-1507	No	Telecommunications



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Spire MO West Chloe Luckerth Email: <a href="mailto:chloe.luckerth@spireenergy.com">chloe.luckerth@spireenergy.com</a> Phone: (816) 634-4584	No	Gas
City of Norborne Joey Bates Email: <a href="mailto:jbates@cityofnorborne.org">jbates@cityofnorborne.org</a> Phone: (816) 322-1741	<b>See Section 2.2</b>	Water and Sanitary Sewer
Evergy Glenn Bender Email: <a href="mailto:glenn.bender@evergy.com">glenn.bender@evergy.com</a> Phone: (816) 489-3725	No	Electric
Green Hills Companies Scott Smith Email: <a href="mailto:ssmith@ghtc.com">ssmith@ghtc.com</a> Phone: (660) 973-6381	No	Telecommunications
AT&T Distribution Shelly Cervantes Email: <a href="mailto:sh1341@att.com">sh1341@att.com</a> Phone: (816) 244-4634	No	Telecommunications
Mediacom Derrick Hamilton Email: <a href="mailto:dhamilton1@mediacomc.com">dhamilton1@mediacomc.com</a> Phone: (573) 268-0896	No	Telecommunications

**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 Utility Impacts to each City/Town** during the sidewalk construction.

**2.1 Farmers Electric Cooperative** has 6 power poles along Route E (Main Street) through the town of **Rothville** that will be moved prior to the contractor being allowed to begin removals and other grading activities. The contractor is restricted from commencing any work in Rothville until the work by FEC is complete. The relocation of the power poles is expected to be complete by March 2026. For updates on the progress of pole relocations, the contractor may contact **Troy Hermanson** with Farmers Electric Cooperative at **(660) 646-4281** ([troyh@fec-co.com](mailto:troyh@fec-co.com)). Farmers Electric also has facilities in the towns of **Sumner** and **Hale** that are not expected to be affected by the contract work and are not expected to impact the contractor's progress.

**2.2 The City of Norborne** has numerous existing water valves/meters along Route D (2<sup>nd</sup> Street) on both sides of the road through town that are not in conflict with the existing sidewalks, but that

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fall within the widths of new sidewalk construction as shown in the plan drawings. The existing water valves/meters will not be relocated, but the contractor shall work with the City of Norborne to incorporate them into the new sidewalks; ensuring that the surface of each valve/meter is flush with the surface of the sidewalk and remains accessible to the City for continued service and maintenance. The contractor shall contact **Joey Bates**, The Utility Superintendent for the City of Norborne, at **(816) 322-1741** ([jbates@cityofnorborne.org](mailto:jbates@cityofnorborne.org)), prior to starting sidewalk construction at locations where City's facilities meet the conditions of this provision. The remaining water and sewer facilities within the town are not expected to be affected or impede the progress of the contractor.

**2.3 Chariton Valley Telephone** has buried facilities and a riser/pedestal close to the existing sidewalk removal and grading limits for the new sidewalk installation in the town of **Keytesville**. Although these facilities are relatively close to the sidewalk work, Chariton Valley does not expect that they will be impacted if the contractor proceeds with caution at the riser location and while removing existing sidewalk. The contractor shall contact **Brian Mosier** at **(660) 395-9722** ([bmosier@charitonvalley.com](mailto:bmosier@charitonvalley.com)) and shall meet Brian or another representative of Chariton Valley on site prior to beginning work. Chariton Valley is willing to perform field adjustments in line location/depth, if necessary, as the contractor works to help avoid a potentially much lengthier relocation process that could delay progress in Keytesville. Chariton Valley Telephone also has facilities in the towns of Hale, Sumner and Bosworth within the project limits, but there are no anticipated impacts to their facilities in those towns that would affect to the contractor's progress.

**2.4 Windstream Communications** currently has facilities in the towns of **Sumner, Mendon and Rothville** that are being adjusted for this improvement project. All of the work is expected to be complete by the contractor's notice to proceed. **David Christopher** with Windstream can be contacted at **(800) 289-1901** ([david.christopher@windstream.com](mailto:david.christopher@windstream.com)) to inquire about updates on Windstream's progress. Removals are expected to be complete by the contractor's notice to proceed and are not expected to affect the contractor's progress.