

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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Job No.: J5P3573

Route: 54

County: Camden

  05/01/2025 2:16:58 PM Jason S. Dohrmann PE-2004017159	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b><i>HR Green, Inc.</i></b> 520 Maryville Centre Drive Suite 100 St. Louis, MO 63141 Certificate of Authority: 2002006608 Consultant Phone (636) 519-0990
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J5P3573 CAMDEN COUNTY, MO DATE PREPARED: 04/14/2025
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB SPECIAL PROVISION

A. General – Federal JSP-09-02K

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

**1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at [www.modot.org](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

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

B. Contract Liquidated Damages JSP-13-01D

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

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

Job No.: J5P3573

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Notice to Proceed Date: August 11, 2025

Contract Completion Date: November 1, 2027

**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  
**J5P3573**

Calendar Days  
**N/A**

Daily Road User Cost  
**\$3,200**

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

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

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

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

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

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

**2.0 Traffic Management Schedule.**

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

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

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, 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. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

#### **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 as shown below. All lanes shall be scheduled to be open to traffic during these Special Events.

Dogwood Festival – Annually in April – Thursday thru Saturday, weekend varies.

**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** The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer. The contractor may not work during the following listed hours:

Route 54 Eastbound:

6:00 a.m. - 9:00 a.m. Monday through Friday  
9:00 a.m. - 1:00 p.m. Saturday

Route 54 Westbound:

3:00 p.m. - 6:00 p.m. Monday through Friday  
5:00 p.m. - 9:00 p.m. Saturday

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

#### **4.0 Detours and Lane Closures.**

**4.1** 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.

Missouri Highway Patrol: 573-751-1000	
City of Camdenton	
Fire: 573-346-2049	
Police (Camdenton County): 573-346-2243	Police (City of Camdenton): 573-346-3604

**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.

Ryan Libbert, Transportation Project Manager  
Central District  
1511 Missouri Blvd  
Jefferson City, MO 65102

Telephone Number: 573-522-5265

Email: [Ryan.Libbert@modot.mo.gov](mailto:Ryan.Libbert@modot.mo.gov)

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

F. 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.

**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.

G. DBE Prompt Payment Reporting JSP-24-05B

**1.0 Description.**

**1.1** This provision will only apply to contracts that have a Disadvantaged Business Enterprise (DBE) goal greater than 0% and have at least one DBE subcontractor.

**1.2** MoDOT monitors the payments made by prime contractors and subcontractors to DBEs for compliance with DBE payment monitoring rules as outlined in 49 CFR 26.37. To facilitate this monitoring, MoDOT requires prime contractors to report their remitted payments to DBEs and subcontractors to report their remitted payments to lower-tier DBEs.

**1.3** Tracking of DBE payments are made through the Signet™ application (Signet). Signet is a third-party service, supported by the vendor, for usage by the prime contractor and all subcontractors. Signet is only a reporting tool; it does not process financial transactions. MoDOT does not provide direct technical support for Signet. Information about Signet may be found at <https://signet-help.zendesk.com/hc/en-us>.

**1.4** Upon completion of the first pay estimate on the contract, Signet will automatically send an email to the prime contractor prompting registration. The prime will be required to pay a one-time, fixed fee of \$1,000 for this contract directly to the Signet vendor. Use of Signet to track DBE payments will be available for the life of the contract, regardless of the contract value, contract duration, number of subcontractors, or payments reported. No additional fee will be charged to subcontractors that are required to report payments or DBEs that are required to verify payments through Signet. The contractor may also, at no additional cost, report payments through Signet to subcontractors that are not DBEs.

**1.5** After each estimate, when contractor reporting of payments is complete, the subcontractor will receive an email notifying them of the payment and requesting verification of the reported payment. A subcontractor that has not completed registration with Signet will be prompted to do so at this time.

**1.6** Users will be set up automatically based on information in MoDOT's vendor list. Additional users under each contractor may be added once registration has been completed within Signet. The current vendor list can be found at <https://www.modot.org/bid-opening-info>.

**1.7** For purposes of this requirement, payer is defined as the prime contractor or subcontractor that reports a payment in Signet to a vendor that is either a subcontractor, trucker, manufacturer, regular dealer, or broker. Payee is defined as the vendor that receives notification of payment through Signet from the prime contractor or a higher-tier subcontractor. Payment is defined as issuing an Electronic Funds Transfer (EFT) or mailing a check to a payee.

**2.0 Requirements.** Payers must report remitted payment to DBEs within Signet, for work performed by the DBE subcontractor, DBE trucking, materials supplied from a DBE manufacturer, dealer, or broker, as well as a return of retainage (and/or other amounts withheld), within 15 calendar days.

**2.1** Prime contractors must report remitted payments to DBEs within 15 calendar days of each payment it receives from MoDOT. Prime contractors must also report payments to non-DBE subcontractors if that subcontractor is making payment to a lower tier DBE subcontractor, trucker, manufacturer, regular dealer, or broker.

**2.2** The payer must report the following information within Signet:

- a. The name of the payee.
- b. The dollar amount of the payment to the payee.
- c. The date the payment was made.
- d. Any retainage or other amount withheld (if any) and the reason for the withholding (if other than retainage).
- e. The DBE function performed for this payment (e.g., contracting, trucking, or supplying as a manufacturer, dealer, or broker).
- f. Other information required by Signet.

The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being comingled with a payment for work performed or materials supplied).

**2.3** In the event that no work has been completed by a DBE during the estimate period, such that no payment is due to a DBE subcontractor, trucker, manufacturer, regular dealer, or broker, then the prime contractor will mark payment complete within Signet, and no other payments are required to be reported.

**2.4** Each subcontractor making a payment to a lower-tier DBE must report remitted payments within Signet, as detailed in Section 2.2, within 15 days of receipt of each payment from the prime contractor.

**2.5** DBE payees must verify in Signet each payment reported by a payer within 15 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected.

**3.0 Basis of Payment.** A fixed cost of \$1,000 will be paid on this contract for the required software to report payments to DBEs through Signet. Regardless of the number of projects in a contract, a single payment will be made under item 108-10.00, SIGNET DBE REPORTING, per



lump sum. The engineer reserves the right to underrun this item for any reason. Any additional costs for registration, software, usage, time, labor, or other costs will be considered incidental and no direct payment will be made.

H. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
<b>City of Camdenton</b> (City Administrator) Jeff Hooker Phone: (573) 346-3600 Email: <a href="mailto:jhooker@camdentoncity.com">jhooker@camdentoncity.com</a>	Yes See Section 2.0	Water & Sewer
<b>Allstate Consultants LLC</b> (City Consulting Engineer) Cary Sayre Phone: (660) 376-8006 Email: <a href="mailto:cary@allstate75.com">cary@allstate75.com</a>	Yes See Section 2.0	Water & Sewer
<b>Allstate Consultants LLC</b> (City Consulting Engineer) Mark Forrester Phone: (573) 777-9556 Email: <a href="mailto:mforrester@allstate75.com">mforrester@allstate75.com</a>	Yes See Section 2.0	Water & Sewer
<b>Laclede Electric</b> (Manager of Engineering) Zach Hawk Phone: (417) 532-3164 Email: <a href="mailto:zhawk@lacledeelectric.com">zhawk@lacledeelectric.com</a>	Yes See Section 3.0	Electric
<b>Laclede Electric</b> (Staff Engineer) Trent Stark Phone: (417) 588-6842 Email: <a href="mailto:tdstark@lacledeelectric.com">tdstark@lacledeelectric.com</a>	Yes See Section 3.0	Electric
<b>AT&amp;T</b> (Design Engineer) Andrew Erickson Phone: (314) 223-2966 Email: <a href="mailto:andrew.r.erickson@att.com">andrew.r.erickson@att.com</a>	Yes See Section 4.0	Communications

<b>Charter / Spectrum</b> (Engineer) Joe Eblen Phone: (573) 216-5552 Email: <a href="mailto:joe.eblen@charter.com">joe.eblen@charter.com</a>	Yes See Section 5.0	Communications
<b>Sho-Me Power</b> (Fiber Infrastructure Manager) Jim Salaki Phone: (417) 859-2615 Email: <a href="mailto:jsalaki@shomepower.com">jsalaki@shomepower.com</a>	Yes See Section 6.0	Telecommunication Electric
<b>Sho-Me Power</b> (Engineer) Brad McGoon Phone: (417) 830-6717 Email: <a href="mailto:bmcgoon@shomepower.com">bmcgoon@shomepower.com</a>	Yes See Section 6.0	Telecommunication Electric
<b>Summit Gas</b> (Lead Engineer) James Trujillo Phone: (660) 473-1933 Email: <a href="mailto:JTrujillo@summitutilitiesinc.com">JTrujillo@summitutilitiesinc.com</a>	Yes See Section 7.0	Gas
<b>MODOT Signal Dept.</b> (Supervisor) Jason Morff Phone: (573) 526-3207 Email: <a href="mailto:jason.morff@modot.mo.gov">jason.morff@modot.mo.gov</a>	No See Section 8.0	Telecommunication

**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 City of Camdenton Water & Sewer** has both a water and sewer line running along the project limits of Route 54. The city advises they will relocate out of conflict of roadway design for the new storm sewer upgrades and widening. Refer to the relocation plan as submitted by Allstate Consultants, on behalf of the City of Camdenton, for exact placement of their new proposed lines.

**3.0 Laclede Electric** has utility poles that will be relocated at various stations to accommodate the road widening of Route 54. The approximate stations are ST: 22+12 52' RT; 22+19 48' RT; 22+29 37' LT; 22+83 31' LT; 25+00 29' LT; 26+71 34' LT; 29+60 37' LT; 30+73 38' LT; 36+96

39' RT; 37+91 39' LT; 38+78 39' RT; 43+01 39' LT; 44+20 38' RT; 47+75 42' RT; 50+92 39' LT; 50+93 32' RT; 57+11 39' RT; 62+44 38' RT. Refer to the relocation plan as submitted by Laclede Electric Cooperative Missouri 43 for exact placement of their poles.

**4.0 AT&T** has facilities within the project limits that will be affected and will require relocation. Their facilities will be relocated to various stations along Route 54. From Ha Ha Tonka Rd, approx. ST: 21+00 to ST: 25+00, they are to remove copper cable on the north side of US HWY 54 to the east side of Ha Ha Tonka Rd and east side of Poplar Pl to install new cable in innerduct by crossing the highway and placing new buried cable along Ha Ha Tonka Rd and Poplar St. At Mitchell Rd, approx. ST: 26+00 to ST: 31+00, they are to remove and replace copper and fiber cable along the US Highway 54 and fiber cable going to east side of Morgan St by placing a run along same road and place new splice. Two aerial cables are being removed, and a new buried cable is being placed to terminate at that same point.

**5.0 Charter/Spectrum** has facilities that will be relocated along Route 54 at various stations located above ground on Laclede Electric poles. It has not been determined if there are any conflicting underground facilities in the area. However, they will be relocating their aerial facilities as the new electric poles are installed along Route 54. Their relocation plans have not been provided to HRG for review.

**6.0 Sho-Me Power** has facilities that will be relocated along Route 54 at various stations located above ground on Laclede Electric poles. They will be relocating their aerial facilities as the new electric poles are installed along Route 54. Their relocation plans have not been provided to HRG for review.

**7.0 Summit Gas** has a gas line running along the project limits of Route 54. The engineer advises they will relocate out of conflict of roadway design for the new storm sewer upgrades and widening. Refer to the relocation plan as submitted by Summit Gas for exact placement of their facilities.

**8.0 MODOT Central District** does not have facilities that will be relocated along Route 54. They have signal conduit up near Court Circle and this will not be impacted during construction.

**9.0 Utility Conflicts** will be addressed before and during construction as the parcel acquisition of ROW is still underway. Plans of adjustment provided to review have been compiled to keep and maintain accurate records for each stakeholder involved.

## I. Adjust to Grade Items

**1.0 Description.** This work shall consist of adjusting the elevation of water meters, water valves, basins/inlets, and manholes that are within areas where approaches of pavements are to be constructed as shown on the plans. The contractor shall verify the type of frame and cover in the field before performing the work. The adjustment shall be made to match the final proposed grade.

**2.0 Construction Requirements.** Adjusting manholes and adjusting basins or inlets shall be done in accordance with Sec 604 except as modified herein.

**2.1** Adjustments, extensions, and/or lowering of utility and any related excavation and backfill shall be constructed as approved by the Engineer. For MoDOT owned facilities, adjustments shall conform to current Missouri Standard Specifications for Highway Construction. These locations are to be determined in the field by the Engineer.

### **3.0 Basis of Payment.**

All costs for materials, equipment, labor, and installation shall be included in the cost for adjusting basins/inlets, manholes, valves, and pull boxes including but not limited to cable/conduit, pull box, frames, adjusting rings, concrete, reinforcing steel.

<b>Item No.</b>	<b>Unit</b>	<b>Type / Description</b>
603-99.02	EACH	Adjusting Water Valves or Meters
604-20.10	EACH	Adjusting Manhole
604-20.20	EACH	Adjusting Basin or Inlet

### **J. 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](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.

K. Tree Clearing Restriction

**1.0 Description.** The project is within the known range of federally endangered bats. To avoid potential negative impacts to protected bats during pup season, removal of trees shall take place between August 1 and May 14, with preferred clearing dates between October 16 and March 31. No clearing shall take place between May 15 and July 31.

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

L. Winter Months Requirements JSP-15-07A

**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, any paving operation performed by the contractor shall not result in a lane differential between adjacent lanes.

**3.0 Maintenance of Pavement Marking.** Prior to ceasing operations for winter months, a permanent or temporary stripe shall be provided on any completed length to the point that the original strip was obliterated or obscured by the contractor's operation. Temporary striped areas shall be restriped with the remaining route upon performed of the final striping.

**4.0 Winter Related Maintenance Activities.** The Contractor shall have the project in a condition as not to interfere with the plowing of snow. The contractor shall also provide a taper at the end of his paving that will not be damaged by the plowing of snow.

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

M. Property Owner Contact Requirements

**1.0 Description.** Due to type of construction involved widening of Route 54, the contractor is encouraged to contact adjacent property owners prior to beginning construction. Multiple property owners have specifically requested notification prior to work being started on the right of way, easements, and/or entrances for their property and *must* be contacted prior to work commencing.

**1.1** The following property owners *must* be contacted 7 to 10 days prior to any construction beginning on right of way adjacent to or any easements on their property.

Parcel 09 – Jackie Samuelson – 573-216-9334  
Parcel 10 – Travis Dobbins – 573-216-0148  
Parcel 13 – Erik Bergmanis – 573-346-2111  
Parcel 16 – Tim Gardner – 314-440-6891  
Parcel 17 – Tiffany Walker – 573-434-3172 or Brandon Walker – 573-745-1590  
Parcel 18 – Tim Mensendiek - 816-365-6185  
Parcel 20 – John Owens – 573-745-1000  
Parcel 21 – Ron Kuches – 573-346-2151  
Parcel 23 – Jim – 573-286-6562 or Sandy – 573-645-2970  
Parcel 24 – Terry - 573-480-3897  
Parcel 25 – Bob Conaway – 573-434-1770  
Parcel 29 – Paul Twenter – 417-718-3114 (cell), 573-346-5340 (Apartment complex)  
Parcel 30 – Roger Bisges -573-280-7505  
Parcel 34, 64 – Nick May - 314-825-7762  
Parcel 38 – David Lukosius 573-286-3678  
Parcel 42, 43 – Dave – 573-282-5914 (Shares entrance with Parcel 43)  
Parcel 44 – Terry or Tori 573-346-4460  
Parcel 45 – B.G. – 214-763-5537  
Parcel 49 – Charles Wright Jr. – 573-746-1694  
Parcel 50 – Jeff Braswell - 573-275-1690  
Parcel 51,52, 54 – Jim Dulle - 573-280-4201  
Parcel 57 – Alan Cantrell -573-480-3029  
Parcel 59 – Wayne Compton – 573-480-2731  
Parcel 60 – Angie Petrov - 573-480-3147  
Parcel 61 – Stephen Brennaman - 573-480-1501  
Parcel 62 – Brian Babbs - 573-216-0345  
Parcel 65 – Alex – 573-836-4499  
Parcel 67 – Rich Cinkosky – 573-480-2275  
Parcel 68, 70, 72, 83 – Jim Nugent – 573-216-4758  
Parcel 73 – Scott – 573-346-4515

**1.2** The following property owners *must* be contacted 14 to 20 days prior to any construction beginning on right of way or easements adjacent to or on their property.

Parcel 41 – Rick – 573-552-1919 or Angie - 314-308-6444

**1.3** The following property owners *must* be contacted 30 days prior to any construction beginning on right of way adjacent to or any easements on their property.

Parcel 15 – Chris - 402-968-9842

**1.4** The following property owner *must* be contacted by **written notice** 7 to 10 days prior to any construction on right of way adjacent to or any easements on their property. Written notice can be mailed, or hand delivered to:

Address: Camdenton United Methodist Church, Inc.  
340 W. US Hwy 54  
Camdenton, MO 65020

**1.4.1** Contact Dennis Harper (pastor) at 816-769-3705 to schedule the delivery of written notice or discuss project issues.

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

N. Additional Requirements per Parcel

**1.0 Description.** Contractor is informed that multiple property owners have specific requirements associated with their property.

**1.1** Property owner requirements or requests.

**Parcel 12** – Camdenton United Methodist Church, Inc.

**A.** Contractor is notified that the temporary construction easement on Parcel 12 has an expiration date of December 31, 2027. The temporary construction easement will be extinguished immediately at the earlier of the completion of the project or December 31, 2027. Any and all work must be completed prior to the expiration date.

**B.** All work within the easement area shall be consistent with the plans and specifications for Project Number J5P3573. No part of the Church property outside of the easement area shall be used for any reason without the prior written consent of the Camdenton United Methodist Church, Inc.

**C.** Contractor shall maintain any improvement in the easement area in good working condition and repair. Contractor shall be responsible for actual damages (except the cutting and trimming of tress and other vegetation) occurring within the easement area as a result of the work and shall reimburse the property owner for such loss or damages. Contractor shall, as soon as practicable after any work or the installation of any improvements in the easement area, and after all subsequent alterations and repairs thereto or removal thereof, (i) remove all equipment, surplus materials, and debris, and (ii) restore the easement area affected by such activities, in the manner reasonable satisfactory to the property owner.

**D.** Contractor shall, at all times, perform the work in the easement area in compliance with all applicable laws, rules, regulations, and orders of the governmental authorities having jurisdiction. Contractor shall keep the easement area free and clear of all liens or other encumbrances relating to the easement area or the exercise of any rights granted to contractor under the contract documents with MoDOT.

**E.** Contractor shall use commercially reasonable efforts to minimize any disruption to the use and enjoyment of the easement area by the property owner. Contractor acknowledges and agrees that the work of Project Number J5P3573 shall be preformed in such a manner that property owner, its invitees, and licensees shall have the uninterrupted right of ingress and egress at all times to the easement area.

**F.** Contractor shall, during the term of the project, maintain comprehensive liability insurance and shall name the Camdenton United Methodist Church, Incorporated as an additional insured prior to commencement of the project, the Contractor shall deliver a certificate of insurance to the Camdenton United Methodist Church evidencing the existence of the requisite insurance.



**Parcel 13** – Contact Erik Bergmanis – 573-346-2111 - to coordinate the location of existing sprinkler system and determine any avoidance measures if necessary.

**Parcel 14** – Contractor *shall not enter* or use any portion of the property outside of the easements.

**Parcel 15** – Contractor shall coordinate with the property owner to disconnect and then relocate the existing electrical supply to the business sign currently located in the permanent easement and listed in the removal of improvements. The electric supply shall be pulled back to the edge of the permeant easement and made available for the property owner for future use. The cost to perform the relocation shall be considered inclusive to and part of the removal of improvements for the business sign.

**Parcel 17** – Contact Tiffany Walker – 573-434-3172 or Brandon Walker – 573-745-1590 to discuss salvage of trees cut or removed from the easement adjacent to their parcel. Property owner will also consider receiving trees taken from other parcels on the project.

**Parcel 20** – Contact John Owens – 573-745-1000 for potential site for disposal of excess fill material from project.

**Parcel 21** – Contact Ron Kuches – 573-346-2151 for potential site for disposal of excess fill material from project.

**Parcel 23** – Contractor is notified that the business on Parcel 23 is closed on Monday's and property owner would like to coordinate construction as possible.

**Parcel 28** – Contractor shall coordinate with the property owner Sharon Halterman – 573-346-6100 (Whisker's Saloon) to locate electric supply to the business sign and to avoid damage to or to disconnect if required.

**Parcel 29** – Contractor shall coordinate with the property owner - Paul Twenter – 417-718-3114 (cell), 573-346-5340 (Apartment complex) - to ensure that the existing buried power supply to the existing sign is safely relocated prior to beginning excavation on the parcel.

**Parcel 31** - Contractor *shall not enter* or use any portion of the property outside of the easements.

**Parcel 38** – Contact David Lukosius 573-286-3678 to discuss use of property for storage of equipment and/or materials and use of property for construction staging.

**Parcel 45** – Contractor shall contact the property manager – B.G. – 214-763-5537 – to locate the sprinkler system and discuss alterations. The property owner has agreed to make alterations to the sprinkler system and the work must be coordinated with the property manager. The irrigation plans are in the electronic deliverables as “Parcel 45 Sprinkler System.PDF” for the contractor to reference.

**Parcel 49** – Contractor shall locate the existing property pins for parcel 49 and avoid if possible. If pins will be in conflict, notify the engineer to approve alternations or replacement of property pins.

**Parcel 50** – Contact Jeff Braswell 573-275-1690 to discuss the construction around and disturbance of the trees marked Do Not Disturb (DND) on the plans.

**Parcel 51** – Contact Jim Dulle - 573-280-4201 – to discuss use of property for storage of equipment and/or materials and use of property for construction staging.

**Parcel 53** – Contractor shall avoid existing light poles and power supply which are adjacent to the easements.

**Parcel 55** – Contractor shall not perform construction activities on the parcel that will limit access to and use of the properties parking lot on the following days/time periods.

1<sup>st</sup> Wednesday of each month from 8am until 9:15am

2<sup>nd</sup> Thursday of each month from 8am until 9:30am

3<sup>rd</sup> Tuesday of each month from 8am until 9:15am

3<sup>rd</sup> Tuesday of each month from 11am until 12pm

3<sup>rd</sup> Wednesday of each month from 8am until 9:15am

3<sup>rd</sup> Thursday of each month from 8am until 9:15am

**Parcel 67** – Contractor shall contact Rick Cinkosky – 573-480-2275 prior to beginning construction on the parcel to discuss the grading of the entrance and possible work on the parcel to improve the parking lot to include an ADA compliant parking spot. The proposed improvement may require work outside ROW or easement limits, as determined by negotiations with the Contractor and property owner; therefore, this work is not part of the contract, and no additional compensation will be provided.

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

O. Additional Insured Parcels

**1.0 Description.** Contractor is informed that the following property owners must be listed as additional insured as part of the Contractors liability insurance held for the Project.

Parcel 12 – Camdenton United Methodist Church, Incorporated.

Parcel 49 – Wayrand, LLC

1.1 Contractor shall, during the term of the project, maintain comprehensive liability insurance and shall name the property owner as an additional insured prior to commencement of the project. The Contractor shall deliver a certificate of insurance to the property owner evidencing the existence of the requisite insurance at least 7 days prior to any construction beginning on right of way or easements adjacent to or on their property . Property owners contact information can be found in the Job Special Provision - Property Owner Contact Requirements.

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

P. Temporary Easement Usage

**1.0 Description.** Due to the proximity of existing businesses and concerns expressed by property owners, the Contractor shall use the temporary easements only for necessary operations to construct the project. No parking, material storage, or any other activity unrelated to active construction needs shall be allowed on the temporary easements. The Contractor is also directed

to the Additional Requirements per Parcel JSP for property owners who offer their properties for use by the contractor.

Q. 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.

R. Optional Pavements JSP 06-06H

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

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

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

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

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

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

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

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

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

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

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

S. Portland Cement Concrete Shoulder (PCCP Shoulder)

**1.0 Description.** This work shall consist of a shoulder pavement composed of Portland cement 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 PCCP shoulder thickness shall match the optional pavement thickness. The quantities shown reflect square yards, no additional payment will be made if the thicker optional pavement is used.

**2.1** The contractor shall comply with Sections 501 and 502.

**3.0 Method of Measurement.** The quantities of Portland Cement Concrete (PCCP) shoulder will be measured in accordance with Section 502.14.

**4.0 Basis of Payment.** The accepted quantity of the PCCP Shoulder will be paid for at the contract unit bid price for Item 502-99-05 PCCP Shoulder, per square yard.

T. 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.

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

**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.

V. Concrete Manholes with 2'X2' Curved Vane Grate and Frame

**1.0 Description.** This work shall consist of constructing CONCRETE MANHOLES (604.30G) with CURVED GRATE AND FRAME (614.11D) as shown on the plans.

**2.0 Construction Requirements.** Modify MoDOT Standard Concrete Manhole top slab reinforcing to accept 2'x2' Curved Vane Grate and Frame.

**3.0 Submittals.** Prior to construction, submit proposed top slab reinforcing layout for approval by the Engineer.

**4.0 Basis of Payment.** All labor, equipment, and material costs to complete the described work shall be completely covered by item numbers:

Item No.	Units	Item Description
703-40.01	CY	Class B-1 Concrete
706-10.00	LBS	Reinforcing Steel
614-11.20	EA	2'x2' Curved Vane Grate and Frame

W. Lane Reduction Arrow

**1.0 Description.** This work shall consist of installing special pavement marking as shown in the plans.

**2.0** Lane reduction shown in the plan shall be in accordance with MUTCD 2009 Edition Figure 3B-24F and shall be performed thermoplastic pavement in accordance with Section 620 of the Standard Specifications. The lane reduction arrows installed on concrete pavement shall have a minimum of 1.5" black outside contrast border surrounding the lane reduction arrow. This black contrast border shall be either preformed thermoplastic paint or acrylic waterborne paint.

**3.0 Basis of Payment.** Payment for furnishing and installing the pavement markings noted above, including all material, equipment, tools and labor, and work incidental thereto (including the 1.5 inch black outside border), and shall be considered to be completely covered by the contract unit price for the following.

Item No.	Units	Item Description
620-99.02	LF	Lane Reduction Arrow

X. Modified Linear Grading Class 2

**1.0 Description.** Modified Linear Grading, Class 2 shall consist of preparing the subgrade for shoulder, pavement widening, curb and gutter, roadside retaining wall, or other roadside appurtenance by excavating, compacting, fine-grading, and shaping existing shoulder and ditch fore-slope, conforming to the typical section shown on the plans. It may be necessary to haul material.

**2.0 Construction Requirements.** The shoulder, pavement widening, sidewalk, curb and gutter, roadside retaining wall, or other roadside appurtenance shall be excavated and graded as shown on the typical section. Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the Engineer. Subgrade preparation and compaction shall also be in accordance with Sec 203, 209, and 210.

**2.1** All ditches shall be graded to drain and maintain existing flow capacity, unless approved by the engineer. If fill material for the shoulder widening work impacts the ditch capacity, the

contractor shall re-grade the backslope to maintain the flow capacity of the ditch. Fore slopes and back slopes shall be constructed at a 3:1 unless approved otherwise by the engineer.

**2.3** Included in this work is any pavement edge treatment that might be necessary to stay in compliance with the Standard Plans. The need for edge treatment is determined by the contractor's method of operations.

### **3.0 Method of Measurement.**

**3.1** Measurement will be made to the nearest 1/10 station separately for the length of pavement edge along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest Station for the sum of all segments in accordance with Section 207.

**3.2** Earthwork quantities from end areas are shown on the cross sections for information only.

**4.0 Basis of Payment.** Payment for Modified Linear Grading, Class 2 as described in this provision will be made at the contract unit price for:

Item No.	Unit	Type / Description
207-99.09	STA.	Modified Linear Grading Class 2

### **Y. Mailboxes Remove and Relocate**

**1.0** Description. This work shall consist of furnishing all labor, material, and equipment necessary for the coordination of mail service with USPS during construction, the relocation, removal, and replacement of existing mailboxes, and the installation and any necessary relocation of temporary mailboxes during construction.

**2.0** Contractor must coordinate with the USPS to ensure that mail delivery is not interrupted on any parcel during the project. The Contractor may be required to provide temporary mailboxes during construction to ensure no interruption in mail delivery. If temporary mailboxes are required the Contractor will be responsible for procuring, installing and maintaining. Temporary mailboxes shall be set on a separate post/stand so that it can be moved during construction as necessary and as required by USPS. Each temporary mailbox shall be clearly marked with the applicable house number. Temporary and relocated mailboxes shall be provided on or directly in front of each residence in a location accessible to USPS vehicles.

**3.0** Final installation or re-installation of the existing or replacement mailboxes shall be done in accordance with the USPS Mailbox Guidelines for Installing a New Mailbox. Reinstallation of the permanent mailboxes will be done in such a manner that the mailbox is in equal or better condition than at the beginning of construction.

**4.0 Basis of Payment.** Payment for removal and relocation of existing mailboxes will be paid at the contract unit price for:

Item No.	Units	Item Description
608-99.02	EACH	Remove and Relocate Mailbox

### **Z. Airport Requirements JSP-15-09**



**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 60.0 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. 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 noncompensable.

**AA. Remove and Relocate Existing Sign**

**1.0 Description.** This work shall consist of furnishing all labor, material, and equipment necessary for the relocation of the existing "Dale Blair Memorial Cemetery" sign. The sign will be relocated from its current location on the northwest corner of Blair Avenue and Route 54 to a new location designated on the plans and further north along Blair Avenue, and as approved by the Engineer.

**2.0 Construction Requirements.**

**2.1** The contractor has the option to remove the sign wholly intact (sign, post and concrete foundation) and reinstall it at the new location or remove the sign and post from the concrete foundation and relocate the sign in a new foundation at its new location. Either method shall produce a concrete foundation flush, level and true to the adjacent ground surface.

**2.2** Final re-installation of the existing sign shall be done in such a manner that the sign is in equal or better condition than at the beginning of construction.

**2.3** If the sign is damaged by reason of the Contractor's negligence, it shall be replaced at no cost to the Commission. The Engineer shall make the final determination on whether damaged sign and/or appurtenances will be replaced or repaired.

**3.0 Basis of Payment.** The relocation of this existing sign will be paid for at the contract lump sum price for "Relocation of Existing Sign". This lump sum price shall include all construction and materials necessary for the complete installation of the sign. No direct payment will be made for incidental items necessary to complete the work, including but not limited to, excavation, concrete, posts, post assemblies or mounting hardware, fabrication, tool, equipment, or labor.

Item No.	Units	Item Description
903-99.01	LUMP SUM	Relocation of Existing Sign

**BB. Right of Way Clearance**

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

- a. **Parcel 13** – Stone Castle Centre Condo Property Owners – PE, TCE
- b. **Parcel 14** – JD Industries, LLC – PE
- c. **Parcel 22** – David McNatt – PE, TCE
- d. **Parcel 45** – Matterhorn Capital, LLC – PE, TCE
- e. **Parcel 56** – Hinrichs, Marc & Kelly – PE, TCE

3.1 The contractor shall inform itself of the location 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.

3.2 The contractor shall schedule its work utilizing the available right of way until these tracts are cleared for construction, which is estimated to be August 11, 2025. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the tracts will be clear for construction. No encroachment, storage of equipment and materials or construction on this tract shall be permitted until the contractor is notified by the engineer that the tracts have been acquired.

3.3 The contractor shall have no claim for damage for delay, disruption, interference or otherwise because of the unavailability of the previously named tracts. 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.