

Job No.: JNE0147


Route: Various

County: Macon

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

| | | |
|-----|--|----|
| A. | General - Federal JSP-09-02K | 1 |
| B. | Contract Liquidated Damages JSP- 13-01D | 1 |
| C. | Work Zone Traffic Management JSP-02-06N | 2 |
| D. | Emergency Provisions and Incident Management JSP-90-11A | 5 |
| E. | Project Contact for Contractor/Bidder Questions | 6 |
| F. | Supplemental Revisions JSP-18-01FF | 6 |
| G. | Utilities JSP-93-26F | 13 |
| H. | Contractor Quality Control NJSP-15-42 | 18 |
| I. | Seeding and Mulching Requirements | 20 |
| J. | ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C | 21 |
| K. | Macro-Synthetic Fibers for Concrete | 22 |
| L. | Detectable Pedestrian Barricade | 23 |
| M. | Relocating Existing Signs | 23 |
| N. | Concrete Curb and Gutters, Modified | 24 |
| O. | Reinforced Concrete Sidewalk and Median | 24 |
| P. | Precast Storm Inlets and Junction Boxes | 25 |
| Q. | Access to Commercial and Private Properties | 25 |
| R. | Damage to Existing Pavement, Side Roads and Entrances | 26 |
| S. | Misc. Linear Grading for ADA Facilities | 26 |
| T. | Temporary Construction Easements | 27 |
| U. | Excess Material | 28 |
| V. | Additional Flaggers | 28 |
| W. | Lump Sum Temporary Traffic Control | 28 |
| X. | Concrete Walls and Concrete Misc. (Stairs) | 30 |
| Y. | Pipe Culverts | 31 |
| Z. | Tree Trimming/Removal | 31 |
| AA. | DBE Prompt Payment Reporting JSP-24-05B | 31 |
| BB. | ADA Material Testing Frequency Modifications JSP-23-01 | 33 |
| CC. | Misc. Notes to Contractor | 34 |
| DD. | Delayed Access to Parcels Pending Acquisition | 34 |

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|---|---|
|  <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p> | MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636 |
| | Veenstra & Kimm, Inc. 9788 N. Ash Avenue Kansas City, Mo 64157 Certificate of Authority: 2002006347 Consultant Phone: 816-781-6182 |
| | If a seal is present on this sheet, JSP's have been electronically sealed and dated. |
| | JOB NUMBER: JNE0147 MACON COUNTY, MO DATE PREPARED: 03/31/2025 |
| | 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 under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages JSP- 13-01D

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

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

Notice to Proceed: August 11, 2025
Contract Completion Date: September 1, 2026

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

| Project | Calendar Days | Daily Road User Cost |
|-------------------------------------|---------------|----------------------|
| JNE0147 – City of La Plata | 90 | \$1800 |
| JNE0147 – City of Elmer | 60 | \$1800 |
| JNE0147 – City of Ethel | 30 | \$1800 |
| JNE0147 – Village of South Gifford | 30 | \$1800 |
| JNE0147 – College Mound (Community) | 30 | \$1800 |

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

3.1.2 Except for emergency work, as determined by the Engineer, and long term lane closures required by project phasing, 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.

College Mound Camp Week. No work or lane restrictions shall be allowed from June 19-28, 2026, in the Community of College Mound, Mo.

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

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 8:00 p.m. to 6:00 a.m. for this project.

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for

use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

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

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

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

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

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

| Missouri Highway Patrol Troop B 660-385-2132 | | |
|--|-----------------------|--|
| City of La Plata | Macon County | |
| Fire: 660-460-9355 | Sheriff: 660-651-7452 | |
| Police: 660-651-7452 | | |
| | | |

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

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

Zachary Walker, Project Contact
Northeast District
26826 US Highway 63
Macon, MO 63552

Telephone Number: 660-385-8267
Email: Zachary.Walker@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, retro reflectivity 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 ± 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. 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> |
|---|--|-----------------------------|
| AT&T-Distribution Justin Courtouise 507 E Main St. Union, MO 63084 Phone: (636) 448-2136 - cell Email: jc670s@att.com | None Section 2.1 | Communications |
| BP Products North America Inc Sarah Watson 501 Westlake Park Boulevard Houston, TX 77079 Phone: (281) 366-2000 Email: sarah.watson1@bp.com | None | Pipeline – Refined Products |
| Brightspeed (formerly Lumen – Local, CenturyLink) Tyler Rikard 3546 N Ten Mile Dr Jefferson City, MO 65109 Phone: (980) 376-1498 Email: tyler.rikard@brightspeed.com | Yes Section 2.2 | Communications |

| | | |
|---|---------------------|-----------------------------|
| Chariton Valley 1231 E. Briggs Drive Macon, MO 63552 Anthony Steffes Cell: (660) 414-6439 Email: asteffes@charitonvalley.com Brian Mosier Phone: (660) 349-0589 Email: Bmosier@charitonvalley.com | Yes Section 2.3 | Communications |
| Chariton-Linn County PWSD 3 Connie Lindsey 814 West Helm Street Brookfield, MO 64628 Phone: (660) 258-5606 Email: pwsd3gm@pwsdistrict3.com | None Section 2.4 | Water |
| City of La Plata 113 S Gex St. La Plata, MO 63549 Cory Cook Phone: (660) 651-7453 Email: laplatautilitydept@gmail.com Mike Binder Phone: (660) 322-7166 Email: laplatautilitydept@gmail.com | Yes Section 2.5 | Electric Water Sewer |
| Holly Energy Partners John Hughes 26036 Old Highway 24 Carrollton, MO 64633 Phone: (660) 542-0206 Email: John.hughes@hfsinclair.com | None | Pipeline – Refined Products |
| Liberty Utilities Dane Foster 916 N Green St. Kirksville, MO 63501 Phone: (573) 248-5955 Email: dane.foster@libertyutilities.com | None Section 2.6 | Gas |

| | | |
|---|---------------------|----------------|
| Macon County PWSO 1 Brian Bender 28890 US Hwy 63 Macon, MO 63552 Phone: (660) 385-6457 Email: mcpwsd01@gmail.com | None Section 2.7 | Water |
| Mecon Electric Cooperative Bryce Butner 31571 Business Route 36 East Macon, MO 63552 Phone: (660) 651-1593 Email: bbutner@maconelectric.com | None Section 2.8 | Electric |
| MNA-Bluebird Justin Rector 10024 Office Center Ave, Suite 201 St. Louis, MO 63128 Phone: (660) 795-5787 Email: justin.rector@bluebirdnetwork.com | Yes Section 2.9 | Communications |
| Sparklight Martin Stitzer 402 North Main St Kirksville, MO 63501 Phone: (660) 665-7066 Email: martin.stitzer@sparklight.biz | Yes Section 2.10 | Communications |

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

2.0 Project Specific Provisions:

2.1 AT&T-Distribution - has buried communication facilities located along the work areas throughout College Mound, they are approximately 36-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Justin Courtouise, with AT&T Distribution prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.2 Brightspeed (formerly Lumen-Local, CenturyLink) – has buried communication facilities located along the work areas throughout La Plata and Elmer, they are approximately 30-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Tyler Rikard, with Brightspeed, prior

to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.2.1 Adjustment of guy anchor and telephone riser, in La Plata, is anticipated at approximately stations 0+38, 25' LT and 22+62, 21' LT. Brightspeed will relocate the guy anchor out of the new ramp location, min 24-inches, to the west. The telephone riser will be relocated out of the new sidewalk to the south. The telephone riser location will be within the 12-inch between the ROW line and the edge of the new sidewalk. This adjustment is anticipating being completed in coordination with the sidewalk construction. With a two-week notice, Brightspeed will do the required adjustment. Contractors shall contact Tyler Rikard, with Brightspeed, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.2.2 Adjustment of Telephone riser and pole with guy anchor, in Elmer, is anticipated at approximately stations 525+16, 25' LT and 525+19, 25' LT. Brightspeed will relocate the telephone riser out of the new sidewalk to be at Macon Electric Cooperative power pole. The overhead communication line will be attached to Macon Electric power pole. The communication pole will be removed. This adjustment is anticipating being completed in coordination with the sidewalk construction. With a two-week notice, Brightspeed will do the required adjustment. Contractors shall contact Tyler Rikard, with Brightspeed, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.3 Chariton Valley - has buried communication facilities located along the work areas throughout Ethel, they are approximately 36-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Anthony Steffes, with Chariton Valley prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.3.1 Chariton Valley also has buried communication facilities located along the work areas throughout La Plata. Adjustment of pull box is anticipated at approximately station 17+32, 18' LT. Chariton Valley will relocate the pull box to the south, out of the new sidewalk location. This adjustment is anticipating being completed in coordination with the sidewalk construction. With a two-week notice, Chariton Valley will do the required adjustment. Contractors shall contact Brian Mosier, with Chariton Valley, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.4 Chariton-Linn County PWSD 3 – has water facilities located along the work areas throughout Ethel. The buried water lines are 4-inch water main along the south side of Route 149, 4-inch water main crossing Route 149 on the west side of N Commercial St, 4-inch water main on the east side of S Commercial St, and 2-inch water main crossing Route 149 on the west side of N and S Walnut St. The buried water lines are approximately 36-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Connie Lindsey, with Chariton-Linn County PWSD 3, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.5 City of La Plata – has water and sewer facilities located along the work areas throughout La Plata City. The buried water line is approximately between 48-inch and 60-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Mike Binder, with the City of La Plata, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

It is anticipated that the water meter vault/cover at approximately stations 1+68, 22' RT, 2+39, 21' RT, 2+84, 22' RT, 13+43, 18' RT, 15+07, 18' RT, 15+57, 17' RT, 20+74, 23' LT, 21+75, 23' LT, and 23+94, 25' LT will be required to be adjusted to the proposed sidewalk grade in coordination with the work.

It is anticipated that the water valve covers at approximately stations 1+54, 26' LT and 8+72, 19' LT, will be required to be adjusted to the proposed sidewalk grade. This adjustment is anticipating being completed in coordination with the sidewalk construction.

It is anticipated that the sewer manhole cover located at approximately station 16+34, 27' LT will be required to be adjusted to the proposed approach pavement. The City of La Plata has confirmed that this cover can only be raised.

The water meter and water valve covers shall meet the PROWAG (Public Right-of-Way Accessibility Guidelines) section 302.6.2 and 302.6.3.

Contractor shall contact Mike Binder, with the City of La Plata, two-weeks prior to requiring facilities to be adjusted. Once proposed grade has been established by the contractor, a minimum of two working days shall be allowed for coordination and adjustment of the utility facilities.

2.5.1 City of La Plata has over head electrical lines located throughout the project. The power poles at approximately stations 01+98, 22' RT, 03+32, 22' RT, and 15+00, 13' RT require adjustment to outside the construction limits. City of La Plata will relocate the power poles, at approximately stations 01+98, 22' RT and 03+32, 22' RT, to the north to be on the City ROW. The minimum distance from the existing location to the new location is 78 inches. City of La Plata will remove the power poles and wire guy anchor at approximately stations 13+88, 13' RT and 15+00, 13' RT. These two poles will be replaced with a new power pole that will be installed on the City ROW. City of La Plata will add a wire guy anchor to the power pole located at approximately station 15+82, 14' RT. Adjustment of facilities is anticipated to be completed prior to the contractor notice to proceed. Contractors shall contact Cory Cook, with the City of La Plata, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.6 Liberty Utilities - has buried gas line facilities located along the work areas throughout La Plata City. Relocation of these facilities is not anticipated. Liberty moved or removed any lines that appear to be in conflict. Contractors shall contact Liberty Utilities to arrange having a representative when working at these locations. Contractors shall contact Dane Foster, with Liberty Utilities, prior to any grading or removal operations to ensure contractor operations will not affect their facilities.

2.7 Macon County PWSD 1 – has buried waterline facilities located along the work areas throughout College Mound and South Gifford, they are approximately between 48-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated.

Contractors shall contact Brian Bender, with Macon County PWSD 1, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.8 Macon Electric Cooperative – Macon Electric Cooperative has 3-phase overhead distribution lines located throughout the project in Elmer. Two power poles located at approximately stations 528+71, 24' LT and 530+41, 25' LT were recently engineered and installed based on existing sidewalk. These two poles require adjustment out of the new sidewalk. Macon Electric cooperative asked if anything could be done to avoid relocation on these two poles. As per the plans, there is a possible solution that would have a minor impact and would be acceptable to MoDOT. MoDOT asked the consultant to do some modifications on the plans to allow 4 ft unobstructed clear width on these locations. If the 4 ft is not able to be maintained in field, Macon Electric Cooperative will be required to relocate these poles. Macon Electric asked for a two-week notice if they need to move these poles. Contractors shall contact Bryce Butner, with Macon Electric Cooperative, prior to any grading or removal operations to ensure contractor operations will not affect their facilities.

2.8.1 Macon Electric Cooperative has 1-phase overhead distribution line and buried lines located throughout the project in South Gifford. The buried line located at approximately station 563+10, 26' LT is approximately 20-inch in depth. Contractors shall contact Bryce Butner, with Macon Electric Cooperative, prior to any grading or removal operations to ensure contractor operations will not affect their facilities.

2.9 MNA-Bluebird – has communication facilities located along the work areas throughout La Plata city. The buried communication lines are approximately 36-inch in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Adjustment of two pull boxes and telephone riser is anticipated at approximate stations 0+45, 21' RT, 8+40, 29' LT and 8+38, 29'LT. This adjustment is anticipating being completed in coordination with the sidewalk construction. With a two-week notice Bluebird will do the required adjustment. Contractors shall contact Justin Rector, with MNA-Bluebird, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.10 Sparklight – has overhead communication facilities located along the work areas throughout La-Plata City. These lines are attached to La Plata City power poles. The power poles at approximately stations 01+98, 22' RT, 03+32, 22'RT, and 15+00, 13' RT require adjustment to outside the construction limits. City of La Plata will coordinate with Sparklight to relocate their lines accordingly. Adjustment of facilities is anticipated to be completed prior to the contractor notice to proceed. Contractors shall contact Martin Stizer, with Sparklight, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

H. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review

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

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

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

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

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

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

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

I. Seeding and Mulching Requirements

1.0 Seeding. All previously vegetated disturbed areas shall be seeded with a cool season mixture in accordance with Sec. 805. Cool season seed mixture and fertilizer rate shall be as specified in Standard Plan 805.

2.0 Mulching. Vegetative Mulch Overspray shall be applied in accordance with Sec. 802.

3.0 Method of Measurement. No measurement of disturbed areas as described above shall be made.

4.0 Basis of Payment. All labor, equipment, and materials necessary for compliance with this provision shall be completely covered under the unit bid price for item 8059901, Misc. Seeding and Mulching, per lump sum.

J. 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:
www.modot.org/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool 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 noncompliant 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 noncompliant

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 noncompliant 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.

K. Macro-Synthetic Fibers for Concrete

1.0 Description. This work shall consist of producing and placing macro-synthetic fiber reinforced (MSFR) concrete as shown on the plans or as directed by the engineer. The MSFR pavement shall be in accordance with [Sec 502](#), except as modified herein.

2.0 Materials. All materials shall be in accordance with Division 1000, Material Details, unless otherwise noted.

2.1 Macro-Synthetic Fiber. The macro-synthetic fibers shall be manufactured from virgin polyolefins (polypropylene and polyethylene) and shall comply to ASTM D7508/D7508M with the following additional criteria:

| Property | Minimum Criteria |
|--|------------------|
| Fiber Length, in., minimum | 1.50 in |
| Aspect Ratio (length divided by equivalent diameter) | 45 - 150 |
| Relative Tensile Strength, ksi., minimum | 50 ksi |

2.2 Macro-Synthetic Fiber Reinforced Concrete. The MSFR concrete shall be a Type III Synthetic Fiber-Reinforced concrete mixture in accordance with ASTM C 1116.4.1.3.

2.3 Submittals. The fiber manufacturer shall submit ASTM C1609/C1609M test results from a 4000/600 psi (28-Day Compressive Strength / 28-Day Flexural Strength, respectively) mix design for MSFR concrete with a minimum equivalent flexural strength ratio ($R^{D_T, 150}$) of 30 percent at the recommend fiber dosage rate. The $R^{D_T, 150}$ results along with the fiber dosage rate shall be submitted with the mix design in accordance with Sec 501. Under no

circumstances shall the fiber dosage rate be less than 3 pounds per cubic yard or greater than 20 pounds per cubic yard.

3.0 Construction. Fiber material shall be delivered, stored, handled, and mixed in accordance with manufacturer's guidelines. The fiber shall be added at the concrete plant at the addition rate specified in the mix design. The fiber manufacture shall be on site during the first day's production and shall specify the mixing time required to ensure adequate dispersion of the fibers and achieve a homogenous and workable mixture. All other requirements shall be in accordance with Sec 502.

4.0 Basis of Payment. No direct payment will be made to the contractor for the use of Macro-Synthetic Fiber Reinforced Concrete. All labor, equipment, and materials necessary for compliance with this provision shall be completely covered under the unit bid price for items 6081000-Concrete Median, 6081010-Concrete Curb Ramp, 6089905-Reinforced Concrete Sidewalk (4,8 Inch), 6085007 & 6075008-Paved Approach (7,8 Inch) and 6099903-Concrete Curb and/or Gutter Type B Modified.

L. Detectable Pedestrian Barricade

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

2.0 Basis of Payment. Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 6169901, Misc. Lump Sum Temporary Traffic Control, per lump sum.

M. Relocating Existing Signs

1.0 Description. Existing signs indicated for removal and reinstallation in the plans shall be carefully removed without damage, stored, and reinstalled at the approximate location shown on the plans. Standard offsets and clearances from edge road/curb shall be as shown in the standard plans. Temporary stop and yield signs shall be utilized until the permanent signing is completed.

2.0 Construction Requirements and Materials. Existing signs shall be used. New signs will not be provided. New anchor assemblies and PSST Posts (12 feet long) are provided in the contract to reinstall the existing signs. Contractor shall field determine the length required and supply or cut accordingly. All support hardware including brackets, bolts, nuts, etc. shall be considered incidental to pay items noted below.

3.0 Basis of Payment. Removal, storage, and reinstallation of the signs will be considered incidental to the following pay items:

| | |
|---------------|--|
| Item 9031270A | 2 inch PSST Post –12 Gage, per linear foot |
| Item 9031271A | Driven Post Anchor for 2 inch PSST – 12 Gage, per each |
| Item 9039902 | Misc. Relocate Sign, per each |

Utilization of temporary signs will be covered under the contract unit price for Item 6169901, Misc. Lump Sum Temporary Traffic Control. Removal of existing Signs and Posts will be covered under the contract unit price for Item 2022010, Removal of Improvements, per Lump Sum.

N. Concrete Curb and Gutters, Modified

1.0 Description. This work shall consist of constructing combination curb and gutter; and/or, gutter sections as shown on the roadway plans and noted below.

2.0 Construction Requirements. Modifications shall be as follows:

Type B Modified Curb and Gutter:

- 1) Match the curb type and height of the adjacent existing Curb and Gutter.
- 2) Match the gutter width of the adjacent existing Curb and Gutter.

Type B Modified Gutter (City of LaPlata):

- 1) Dimensions shall be per detail shown on plans.
- 2) Top Plate shall be pedestrian, skid resistant and galvanized.
- 3) Bolt plate to concrete gutter. Minimum of 1 bolt on each side of plate. Plate must be able to be removed for gutter cleaning.

3.0 Basis of Payment. Payment for this work, including all materials, equipment, labor and work shall be completely covered by the contract unit price for Item 6099903, Concrete Curb and Gutter, Type B (Modified), per linear foot; or, Item 6099903, Concrete Gutter, Type B (Modified), per linear foot.

O. Reinforced Concrete Sidewalk and Median

1.0 Description. This work shall consist of constructing reinforced concrete sidewalk as shown in the plans. This work shall be in accordance with Sec 608.

2.0 Construction Requirements for Reinforced Concrete Sidewalk. Modifications shall be as follows:

1. See Standard Plans, 608.10
2. Standard width shall be 5 feet except when adjacent to existing curb. It shall be 6 feet at these locations.
3. Reinforcing steel shall be installed in the Sidewalks and Curb Ramps as noted in Special Sheet No. 1 and 2.
4. Concrete Median/Island height shall be 6 inches.
5. Concrete Curb ramps shall be 4" thick and reinforced w/ the same reinforcing steel as sidewalks.

3.0 Basis of Payment. Payment for this work, including all materials, equipment, labor and work shall be completely covered by the contract unit prices for:

Item 6081000, Concrete Median, per Square Yard
Item 6081010, Concrete Curb Ramp, per Square Yard
Item 6089905, Reinforced Concrete Sidewalk, 4 Inch, per Square Yard

Item 6089905, Reinforced Concrete Sidewalk, 8 Inch, per Square Yard

P. Precast Storm Inlets and Junction Boxes

1.0 Description. This work shall consist of constructing reinforced concrete storm inlets and junction boxes as shown in the plans. This work shall be in accordance with Sec 731.

2.0 Construction Requirements. Construct as follows:

1. Standard Plans, 731.10 for standard details
2. Drop-Inlet (City of Elmer): Use Standard 2'x2' Precast Inlet with Steel Inlet Grate and Drop Inlet Check for Erosion Control.
3. Junction Box (City of Ethel): Use Standard 3'x3' Precast Inlet with 24 Inch-Type 1-A Manhole Frame and Cover.

3.0 Basis of Payment. Payment for this work, including all materials, equipment, labor and work shall be completely covered by the contract unit prices for:

Item 7311022, Precast Concrete Drop Inlet, 2'x2', per Linear Foot.

Item 7319903, Precast Concrete Junction Box, 3'x3', per Linear Foot.

Item 8069902, Drop Inlet Check, Per Each.

Item 6143010, Manhole Frame and Cover, Type 1-A, per Each.

Q. Access to Commercial and Private Properties

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

1.1 The contractor shall notify the engineer owner seven (7) calendar days prior to any area of sidewalk or entrance construction. The contractor shall contact each property owner at least one week prior to any sidewalk or entrance construction within their property limits to advise them of the work that will take place and the timeframe of the work.

2.0 Construction Requirements. If there exists more than one entrance to the property, the contractor shall keep a minimum of one entrance to that property completely open at all times unless approved in advance by the property owner and the engineer. If there is only one entrance, the contractor shall only construct one half of the entrance at a time. The minimum compressive strength of the concrete shall be 3500 psi prior to allowing any traffic on the concrete.

3.0 Liquidated Damages Specified. For properties with only one entrance, if the entire entrance is not complete and open to traffic within five (5) calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or

quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$500** per day for each full day than an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

R. Damage to Existing Pavement, Side Roads and Entrances

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

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

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

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

S. Misc. Linear Grading for ADA Facilities

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

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

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

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

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

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

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

4.0 Basis of Payment. The accepted quantities of Linear Grading for ADA Facilities will be paid for at the contract unit price for item 2079903, Misc. Linear Grading for ADA Facilities, per Linear Foot, and will be considered as full compensation for all labor, equipment, material, waste fees, disposal agreements, material acquisition, or other construction costs involved to complete the described work.

T. Temporary Construction Easements

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

2.0 Construction Requirements. The contractor shall not disturb any business improvements, besides the entrance itself, located inside each temporary construction easement. Business improvements include such things as, but not limited to, business signs and their electrical connections, landscaping, sprinkler systems. The contractor will be solely responsible to repair or replace any improvements they disturb that are not specifically marked on the plans for removal.

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

U. Excess Material

1.0 Description. Grading work for these improvements may result in excess material. It is the Contractor's responsibility to dispose of all excess material off the right of way and easements at locations furnished by the contractor.

2.0 Basis of Payment. Payment for this work, including all materials, equipment, labor and work will be considered incidental to bid item 2079903, Misc. Linear Grading for ADA Facilities, per Linear Foot.

V. Additional Flaggers

1.0 Additional flagger(s) and appropriate construction signs shall be provided at each of the specified locations when work zone extends through the following intersections and/or approaches:

a) State Route Intersections and City Street Intersections

2.0 Basis of Payment. There will be no direct pay for all labor and equipment necessary to provide additional flaggers. All cost shall be considered completely covered under the pay items provided in the contract.

W. Lump Sum Temporary Traffic Control

1.0 Delete Sec 616.11 and insert the following:

616.11 Method of Measurement. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for installation or re-location of any signs or devices needed except for changes in the traffic control plan directed by the engineer.

2.0 Delete Sec 616.12 and insert the following:

616.12 Basis of Payment. All temporary traffic control devices authorized for installation by the engineer will be paid for at an agreed upon price prior to installation of said device(s). Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

(a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

(b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.

(c) Covering and uncovering existing signs and other traffic control devices.

- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.

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

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

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.
- (c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.
- (d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

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

| Item No. | Unit | Description |
|----------|----------|--|
| 6169901 | Lump Sum | Misc. Lump Sum Temporary Traffic Control |

List of items included in lump sum traffic control:

6161005 – Construction Signs; 6161008 – Advanced Warning Rail System

6161025 – Channelizer (Trim Line)
6161030 – Type III Moveable Barricade; 6161033 – Directional Indicator Barricade
6161040 – Flashing Arrow Panel; 6161055 – Sequential Flashing Warning Light
6123001 – Truck Mounted Attenuator;
6169902 – Detectable Pedestrian Channelizing Barricade

X. Concrete Walls and Concrete Misc. (Stairs)

1.0 Description. This work shall consist of installing Concrete, Reinforcing Steel and Aggregate Base at locations as shown in the plans. This work shall be in accordance with Sec 703.

2.0 Construction Requirements.

1. Concrete Walls (Retaining)

Location: Adjacent to and Integral with Sidewalks
Wall Thickness: 8 Inch Sidewalk Thickness: 8 Inch Height: Varies
Reinforcing: Grade 60
Chamfers: ¾ Inch at top of Walls, Min.

2. Concrete Misc. (Stairs)

Locations: Adjacent to Sidewalks at residential yard locations
(Cities of LaPlata, Elmer)
And
Front of Baptist Church (City of Elmer); Route J. Sta. 526+30 Lt. (+/-)

Step Thickness: Match Existing Tread Width: Match Existing Height: Varies
Match Existing Stairs at control joints in existing walk.
Height and Width vary. Match field conditions, as required.

Reinforcing: #5 Epoxy Coated (Continuous) at nose of Tread, Full Width of stair or landing. Welded wire fabric at mid-depth all levels Baptist Church Stairs.

3.0 Method of Measurement. Concrete for Concrete Walls shall be measured per cubic yard. Reinforcing Steel for Concrete Walls shall be measured per pound. Concrete for Concrete Stairs (Misc.) shall be estimated at 1 c.y. per location. Reinforcing Steel for Concrete Stairs (Misc.) shall be field determined and will not be measured.

4.0 Basis of Payment. Payment for this work, including all materials, equipment and labor shall be completely covered by the contract unit prices for:

Item 7032002, Class B Concrete (Misc.), per Cubic Yard.
Item 7032009, Class B Concrete (Retaining Walls), per Cubic Yard.
Item 7101000, Reinforcing Steel, per Pound.

Payment for Reinforcing Steel in Concrete Stairs will not be made. Costs for reinforcing steel in Concrete Stairs shall be considered incidental to other items.

Y. Pipe Culverts

1.0 Description. This work shall consist of installing pipe culverts at locations as shown in the plans. This work shall be in accordance with Sec 724.

a. **Construction Requirements.**

- 1) Pipe diameters shown on the plans shall be the same if using either corrugated or smooth interior walls.
- 2) Pipe culverts shown that are connected to existing pipe shall be the same type of pipe.
- 3) Please note that clearances under sidewalks, etc. are minimal at most locations. Consideration should be given to a type of pipe with thinner wall thicknesses at these locations.
- 4) 8- and 12-inch pipe shall be corrugated metal pipe, not Group C. 12 inch pipe will, however, be paid for as Group C, per lineal foot.

3.0 Method of Measurement. Pipe Culverts will be measured per lineal foot.

4.0 Basis of Payment. Payment for this work, including all materials, equipment and labor shall be completely covered by the contract unit prices for:

Item 7250412, 12 In. Pipe Group C, per Linear Foot.
Item 7250415, 15 In. Pipe Group C, per Linear Foot.
Item 7250418, 18 In. Pipe Group C, per Linear Foot.
Item 7259903, 8 In. Corrugated Metal Pipe, per Linear Foot.

Z. Tree Trimming/Removal

1.0 This work includes trimming and removal of trees per standard specifications as noted on the contract plans and according to MoDOT ADA checklist. All debris resulting from the removal or trimming of trees within the project shall be disposed of off the project, at a location approved by the engineer.

2.0 Basis of Payment: All costs associated with this work shall be considered completely covered by Item No. 2019901 "Misc. Tree Trimming/Removal", Lump Sum.

AA. 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.

BB. ADA Material Testing Frequency Modifications JSP-23-01

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

2.0 Compaction Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches. (Revises ITP Sec 304.3.4) The required test frequency will be one per 600 tons.

3.0 Gradation Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches. (Revises ITP Sec 304.4.1) The required frequency will be one per 500 tons.

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

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

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

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

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

CC. Misc. Notes to Contractor

1.0 Description. The Contractor is notified that caution must be used near existing ramp and stairs on property of Parcel 23, Community of College Mound. The owner requests no damage to existing ramps or stairs. Please contact College Mound Presbyterian Church (660-414-8132) prior to work beginning adjacent to this property.

2.0 The Contractor is notified that property owners for Parcels 10, 19 and 29 have mentioned the possibility of 4 inch pipes draining near the existing sidewalk. No clarification as to type or location and most are probably buried. Contractor shall use precaution at these locations prior to removal of sidewalks. Contractor should contact owner to possibly determine locations. Existing pipe shall not be disturbed, if possible. Contractor shall repair, replace or extend pipe as needed for new construction. All work to be approved by Engineer prior to work on said pipes.

3.0 Basis of Payment. All costs to satisfy above requirements shall be considered incidental to and included in other pay items in the contract. No direct payment will be made to the contractor to fulfill the above requirements.

DD. Delayed Access to Parcels Pending Acquisition

1.0 Description. Acquisition is pending for the parcels listed below on the project. The contractor shall not be permitted to begin work within any designated Temporary Construction Easement or Permanent Easement on any of these parcels until the Right of Way acquisition has been completed. An anticipated date of possession has been provided for each parcel to assist with scheduling purposes.

2.0 Construction Requirements. The contractor shall verify with the engineer prior to beginning work on any of the parcels listed in this provision. The contractor will not be permitted access to work on any of these parcels until notification has been given by the engineer that the parcel has been cleared from this list.

3.0 Parcels. The following is the list of the parcels where acquisition is pending.

Parcel 2, anticipated possession May 15, 2025.
Parcel 5, anticipated possession April 30, 2025
Parcel 16, anticipated possession April 30, 2025.
Parcel 20, anticipated possession April 30, 2025.
Parcel 21, anticipated possession April 30, 2025.
Parcel 24, anticipated possession May 15, 2025.

Job No.: JNE0147
Route: Various
County: Macon

Parcel 26, anticipated possession April 30, 2025.
Parcel 28, anticipated possession May 31, 2025.

4.0 Basis of Payment. No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.