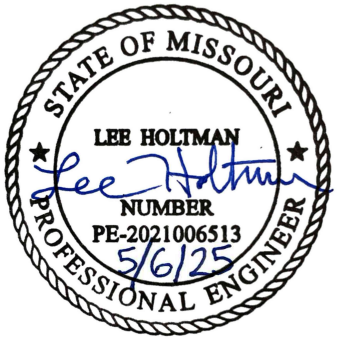
Job No.: JKU0024
Route: Holmes St.
County: Jackson

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

Job No.: JKU0024
Route: Holmes St.
County: Jackson



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 W. CAPITOL AVE.
JEFFERSON CITY, MO 65102
Phone 1-888-275-6636

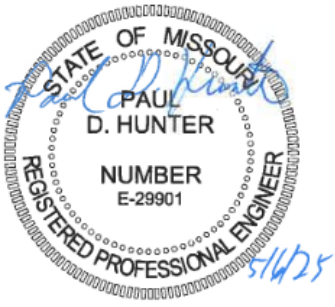
HNTB Corporation
715 Kirk Drive
Kansas City, MO 64105
Certificate of Authority: 001270
Consultant Phone: (816) 472-1201

If a seal is present on this sheet, JSPs have been electronically sealed and dated.

JOB NUMBER: JKU0024
JACKSON COUNTY, MO
DATE PREPARED: 05/06/2025

ADDENDUM DATE:

Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: A-Y, AA



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JOB NUMBER: JKU0024
JACKSON COUNTY, MO
DATE PREPARED: 05/06/2025

ADDENDUM DATE:

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

Job No.: JKU0024
Route: Holmes St.
County: Jackson

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02K

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages

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

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all

work on 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: July 24, 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
JKU0024	**315**	**$2,300**

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

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

C. Liquidated Damages Specified

1.0 Description. If long-term closures on I-670, Holmes Street, and surrounding local street network are not complete and open to traffic in a timely manner, 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 by location as specified. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

Location	Traffic Control	Calendar Days	Daily Road User Cost
Ramp I-670 W to Truman Rd	**Stage 1**	**90**	**$1,500**
Auxiliary Lane EB I-670	**Stage 1**	**90**	**$500**
I-670W Lane Closure	**Stage 2**	**60**	**$3,000**

1.1 See Work Zone Traffic Management JSP for additional restrictions.

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

D. Work Zone Traffic Management

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

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

1.2 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless 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 **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the

operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.5.1 Traffic Safety.

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

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

2.6 Traffic Management Center (TMC) Coordination. The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (KC Scout TMC at #816-347-2250) within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

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, 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.

> **2026 World Cup Period.** I-670 and the City of Kansas City, Missouri local street network shall be open to traffic during the 2026 World Cup period, defined as June 5th, 2026, to July 19th, 2026. Closures on I-670, ramps, or city streets including Holmes Street, 14th Street, and Truman Road are subject to liquidated damages of **$5,000 per calendar day** for each calendar day, or partial day thereof.

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 7:30 p.m. to 5:30 a.m. for this project.

3.4 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, 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 delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **$1,000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

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 South Loop Link Project. During construction of the Holmes Street bridge, the adjacent I-670 South Loop Link Project may have concurrent roadway closure impacts on I-670 and local streets. In the event of adjacent project closures extending near or into the Holmes Street project work area, the contractor may evaluate adjustments to the traffic control to expand work areas and help to integrate both projects in the surrounding street network. Coordinate with and obtain approval from the engineer prior to implementing any changes.

6.0 KCATA Contacts

6.1 Holmes Street is a designated facility for KCATA bus routes. The contractor shall notify KCATA prior to traffic changes that impact KCATA operations. All questions concerning KCATA shall include these project contacts listed below.

AJ Farris (Planning and Scheduling Department)
Email: ajfarris@kcata.org

Barrett Lee (Lead Road Supervisor)
Email: blee@kcata.org

Malik Shakoor (Transportation Manager)
Email: mshakoor@kcata.org

7.0 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.

E. Emergency Provisions and Incident Management

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 A: 816-622-0800
Kansas City, MO Police East Patrol Division: 816-234-5530
Kansas City Fire Department: 816-513-4600
Jackson County Sheriff Traffic Unit: 816-541-8017
MoDOT Kansas City District Customer Service: 816-622-6550

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

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

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

F. Project Contact for Contractor/Bidder Questions

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

Christopher West, PE, Project Contact
MoDOT, Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086
Telephone Number: (816) 607-2211
Email: Christopher.West@modot.mo.gov

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

G. Utilities

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

Utility Name	**Known Required Adjustment**	**Type**
Zayo Fiber Solutions Tommy Bunce 102 N Main St. Buhler, KS 67522 (620) 200-3621 Tommy.Bunce@zayo.com	Yes Section 2.1	Communications
AT&T Transmission Lenny Vohs 1425 Oak Street Kansas City, MO 64106 (816) 275-4014 LV2121@att.com	Yes Section 2.2	Communications
AT&T Distribution Mark Manion 2121 E 63rd Street Kansas City, MO 64160 (816) 772-0267 (816) 214-2322 mm256t@att.com	Yes Section 2.3	Communications
Consolidated Communications Steve Collins (816) 679-5510 (816) 779-4915 Steve.Collins@consolidated.com	None	Communications
Evergy Transmission Aaron Lammers (816) 652-1411 (913) 253-6835 aaron.lammers@evergy.com	None	Power

Google Fiber Lauren Marcucci 908 Broadway Blvd. 6th Floor Kansas City, MO 64105 (913) 663-1900 lmarcucci@google.com	None	Communications
Spire Richi Garcia 3025 SE Clover Drive Lees Summit, MO 64082 (816) 507-0713 Richi.Garcia@spireenergy.com	Yes Section 2.4	Gas
City of KCMO- Water Services Reza Zonnooz 4800 E. 63rd St. Kansas City, MO 64130 (816) 513-0309 reza.zonnooz@kcmo.org	None	Water
City of KCMO- Sewer Karine Papikian 4800 E. 63rd St. Kansas City, MO 64130 (816) 513-0300 Karine.Papikian@kcmo.org	None	Sewer
City of KCMO- Traffic Sam Akula (816) 513-1313 Sam.Akula@kcmo.org	None	Traffic Signal
City of KCMO- Streetlighting Victor Pecina 5310 Municipal Avenue Kansas City, MO 64120 (816) 513-9868 Victor.Pecina@kcmo.org	None	Street Lighting
LUMEN Rick Redel 711 E. 19th St Kansas City, MO 64108 (816) 518-2804 richard.redel@lumen.com	Yes Section 2.5	Communications
Verizon Joseph W (Joe) Bullimore Jr 10740 Nall Ave Overland Park, Kansas 66211 (913) 609-1024 joseph.bullimore@one.verizon.com	None	Communications

Vicinity Energy Josh Jeffus 115 Grand Boulevard Kansas City, MO 64106 (816) 889-4900 (816) 889-4915 josh.Jeffus@vicinityenergy.us	None	Steam
Cogent Communications Jason Cantrell (816) 217-8996 jcantrell@cogentco.com	Yes Section 2.6	Communications
Unite Private Networks (UPN) Brandon Myer (816) 206-4257 Brandon.Myer@upnfiber.com	None	Communications
Charter Communications Alex Gulak 8221 W 119th St Overland Park, KS 66213 (816) 222-5485 (816) 520-719 Alexey.Gulak@charter.com	None	Communications
Everfast Fiber Networks Clarence Griffin (913) 322-9619 (816) 678-9793 clarence.griffin@everfastfiber.com	Yes Section 2.7	Communications
City of KCMO- Sewer Faty Gaye 4800 E. 63rd St. Kansas City, MO 64130 (816) 513-1313 Mame.Gaye@kcmo.org	None	Sewer
City of KCMO- Sewer Paul South 4800 E. 63rd St. Kansas City, MO 64130 (816) 513-0263 Paul.South@kcmo.org	None	Sewer

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

2.0 Utility Relocation Description

2.1 Zayo Fiber Solutions is a part of the Axon conduit package running along the east side of the existing Holmes bridge. This package is being removed from the existing Holmes bridge and relocated underground along the east side of Holmes, underneath I-670. Boring is expected to begin on 2/12/2025 with an anticipated construction time of 4-6 weeks. Splicing of the fiber is anticipated to be completed prior to Notice to Proceed.

2.2 AT&T Transmission is a part of the Axon conduit package running along the east side of the existing Holmes bridge. This package is being removed from the existing Holmes bridge and relocated underground along the east side of Holmes, underneath I-670. Boring is expected to begin on 2/12/2025 with an anticipated construction time of 4-6 weeks. Splicing of the fiber is anticipated to be completed prior to Notice to Proceed.

2.3 AT&T Distribution is a part of the Axon conduit package running along the east side of the existing Holmes bridge. This package is being removed from the existing Holmes bridge and relocated underground along the east side of Holmes, underneath I-670. Boring is expected to begin on 2/12/2025 with an anticipated construction time of 4-6 weeks. Splicing of the fiber is anticipated to be completed prior to Notice to Proceed.

2.4 Spire has a valve adjustment along the south side of the Holmes bridge. The contractor shall contact Spire to coordinate adjustment in the field when needed.

2.5 LUMEN is a part of the Axon conduit package running along the east side of the existing Holmes bridge. This package is being removed from the existing Holmes bridge and relocated underground along the east side of Holmes, underneath I-670. Boring is expected to begin on 2/12/2025 with an anticipated construction time of 4-6 weeks. Splicing of the fiber is anticipated to be completed prior to Notice to Proceed.

2.6 Cogent Communications is a part of the Axon conduit package running along the east side of the existing Holmes bridge. This package is being removed from the existing Holmes bridge and relocated underground along the east side of Holmes, underneath I-670. Boring is expected to begin on 2/12/2025 with an anticipated construction time of 4-6 weeks. Splicing of the fiber is anticipated to be completed prior to Notice to Proceed.

2.7 Everfast Fiber Networks is a part of the Axon conduit package running along the east side of the existing Holmes bridge. This package is being removed from the existing Holmes bridge and relocated underground along the east side of Holmes, underneath I-670. Boring is expected to

begin on 2/12/2025 with an anticipated construction time of 4-6 weeks. Splicing of the fiber is anticipated to be completed prior to Notice to Proceed.

H. Contractor Quality Control and Daily Reporting

1.0 The contractor shall perform Quality Control (QC) testing and reporting 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.

3.3 Contractor Daily Work Reporting. The contractor shall submit to the engineer a Contractor Daily Work Report (CDWR) for each calendar day that work is performed. The CDWR shall include all information listed in 3.3.2.

3.3.1 The CDWR information may be provided on the MoDOT-provided form or an approved contractor form. Each CDWR shall be digitally signed by the contractor and uploaded to the MoDOT SharePoint® site no later than two (2) business days following the end of each week.

3.3.2 CDWR information:

(a) Date and Contract Identification Number
(b) Weather conditions, rainfall amounts, high/low ambient temperatures
(c) List of subcontractors who performed work
(d) Description of all work performed, including general location (ex. Sta, offset, log mile, etc.), and any testing performed.
(e) Date range of days when no work was performed since the previous DWR
(f) Pertinent traffic control information (changes, delays, accidents, etc.)
(g) Statement: “All items installed meet or exceed contract requirements.”

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. Discussion topics should include: safety precautions, QC testing, traffic impacts, and any required Hold Points.

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

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:

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

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

3.0 Coordination of Construction.

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

the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

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

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

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

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

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

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

K. 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.

L. ADA Compliant Moveable Barricade

1.0 Description. This work shall consist of providing moveable barricades to satisfy the requirements of the pedestrian traffic control plans as shown in the bidding documents. The contractor will be responsible for moving the pedestrian barricades to coincide with their planned order of work.

2.0 Construction Requirements. The contractor shall use a movable barricade that meets the requirements as established by the ADA. The pedestrian barricades shall be of self-supporting type having a minimum length of 6 feet per unit. The face of the barricade shall not extend into adjacent sidewalk considered open for pedestrian use. The contractor will be responsible for setting and maintaining the pedestrian barricades until all of the proposed improvements have been constructed.

3.0 Method of Measurement. Measurement for ADA Compliant Moveable Barricade will be made per each for each 6 feet (min.) unit provided.

4.0 Basis of Payment. Payment for all work necessary to fulfill the requirements noted above shall be considered completely covered in the contract unit price for Pay Item No. 616-99.02, ADA Compliant Moveable Barricade, per each. No direct payment will be made for any necessary relocation of the ADA compliant barricade.

M. Concrete Traffic Barrier Transition

1.0 Description. Transition permanent concrete traffic barrier height and shape over the length shown in the contract plans. The two transition types for this project include from new Type D barrier to existing Type B barrier, and from Corral Curb full height 2'-8" taper down to 6". Other standard specifications still apply as shown in the standard plans for permanent concrete traffic barrier.

2.0 Basis of Payment. The accepted quantity of concrete traffic barrier transitions will be paid for at the contract unit price for Item No. 617-99.02, "Concrete Traffic Barrier Transition" per each.

N. Concrete Median Barrier Pier Protection

1.0 Description. This work consists of constructing permanent concrete median barrier pier protection along EB I-670 as shown in the contract plans. Other standard specifications still apply as shown in the standard plans for Type D permanent concrete traffic barrier.

2.0 Basis of Payment. The accepted quantity for concrete median barrier will be paid for at the contract unit price for Item No. 617-99.01, "Concrete Median Barrier Pier Protection" per lump sum.

O. Concrete Sidewalk (6") Bridge Approach Slab

1.0 Description. This work consists of constructing variable depth concrete sidewalk on bridge approach slab as shown in the contract plans. Sidewalk shall be constructed with a minimum depth of six inches. Other standard specifications for sidewalk still apply as shown in the standard plans for concrete sidewalk and Section 608.

2.0 Method of Measurement. Measurement for variable depth concrete sidewalk will be made to the nearest 1/10 square yard.

3.0 Basis of Payment. The accepted quantity of variable depth concrete sidewalk on bridge approach slab will be paid for at the contract unit price for Item No. 608-99.05, "Concrete Sidewalk(6")(Approach Slab)" per square yard.

P. Concrete Sidewalk 6 in.

1.0 Description. This work consists of constructing concrete sidewalk as shown in the contract plans. Sidewalk shall be constructed with a minimum depth of six inches. Tinted or stamped concrete may be included as indicated in the plans. Other standard specifications for sidewalk still apply as shown in the standard plans for concrete sidewalk and Section 608.

2.0 Method of Measurement. Measurement for concrete sidewalk 6 in. will be made to the nearest 1/10 square yard.

3.0 Basis of Payment. The accepted quantity of concrete sidewalk 6 in. will be paid for at the contract unit price for Item No. 608-99.05, "Concrete Sidewalk 6 in." per square yard.

Q. Optional Pavements JSP 06-06H

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

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

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

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

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

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

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

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

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

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

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

R. Measurement of Bridge Clearances

1.0 Description. The contractor shall measure the vertical clearance over all lanes of traffic on all existing or new bridges impacted by this project or as noted within this provision. Impacted bridges shall include bridges rehabbed or reconstructed over state routes, county roads, city streets and railroads. Impacted bridges also include those with vertical clearances potentially modified through resurfacing activities. The contractor shall fill out the Bridge Clearance Report and give the report to the Engineer for processing. The Bridge Clearance Report is available within EPG 760.4.

1.1 If the new or rehabbed bridge is over a railroad, the contractor shall refer to those provisions provided within this contract regarding coordination with the railroads prior to performing the survey measurement.

2.0 Construction Requirements. Per EPG 760.4.3, the contractor shall provide the following:

2.1 All measurements shall be taken on the roadway surfaces only and not on the shoulders. Every lane of travel shall be checked and the measurement shall be from the high point within that lane to the lowest point of the structure as determined in the field. Temporary Traffic Control shall be used to take these measurements. LiDAR may be used to take measurements but is not required.

2.2 On a bridge over multiple routes, including ramps, the vertical clearance measurement for each route in each direction of travel shall be required.

2.3 Measurement shall be made from the bottom of the lowest obstruction (beam, concrete, light fixture, rivet/bolt head, through truss member, etc.) The clearance shall be measured and rounded down to the nearest inch and reported to the Engineer.

2.4 The vertical clearance measurements shall be taken and provided to the Engineer within two weeks after all major construction activities have been completed which could impact the measurements. The major construction activities would include any rehab or reconstruction work or pavement improvements including coldmilling and resurfacing under structures.

3.0 Structures Measured within Job JKU0024. The following measurements will be needed for this project:

Bridge A9599 (Holmes St.) over all 3 Lanes of WB I-670, all 4 lanes of EB I-670, & 2 ramp lanes

Bridge KCPL1 (Utility Bridge) over all 3 Lanes of WB I-670, all 4 lanes of EB I-670, & 2 ramp lanes.

4.0 Basis of Payment. The vertical clearance measurements filled out within the Bridge Clearance Report for each structure will be paid at the contract unit price for the pay item included in the contract. All labor, equipment and material cost required to fulfill this requirement shall be included in the unit price for the following pay item:

Item No.	Type	Description
627-40.00	Lump Sum	Contractor Furnished Surveying & Staking

S. 2512 Frame and Grates Replacement

1.0 Description. This specification covers the existing drainage structure frame and grate replacement on the southeast corner of Holmes Street and E 14th Street.

2.0 Construction Requirements. The contractor shall be responsible for the materials and installation of the 2512 Frame and Grates Replacement in the location shown on the plans.

2.1 The frame and grates shall be constructed of cast gray iron, meeting the requirements of ASTM A-48, Class 35B for a minimum H-20 Loading. Unless an alternate is approved by the Engineer, the frame shall be a Deeter Foundry, Inc. #2512 (one frame with two openings, manufacture drawing 2512-0010) and the grates shall be Neenah Foundry #DF-2512 Type "L" (two grates, manufacturer drawing NF-2512-1004).

2.2 The structure location is in an existing pedestrian crosswalk. Confirm ADA acceptability prior to fabrication and purchase.

3.0 Method of Measurement. Measurement for 2512 Frame and Grates Replacement is EACH.

4.0 Basis of Payment. Payment for work associated with this drainage feature includes the entire cost for the: removal & disposal of the existing frame (1) and grates (2), preparation to the top of the existing reinforced concrete inlet box, and secure placement of the new frame & grates. All materials, equipment, labor, and work will be made under the bid items for MoDOT drainage structures included in the contract.

The accepted quantity for drainage structures will be paid for at the contract unit price for:

Item Number	Type	Description
614.99-02	Each	2512 Frame and Grates Replacement

T. Bike Symbol

1.0 Description. This work shall consist of providing a pavement marking bicycle symbol 3'-4" wide and 6'-0" tall at locations indicated in the contract plans.

2.0 Construction Requirements. This work shall be in accordance with Sec. 620.20 and Std. 620.00 for permanent pavement marking.

3.0 Basis of Payment. The accepted quantity of pavement marking bicycle symbol, complete in place, will be paid for at the contract unit price for Item No. 620-99.02, "Bike Symbol" per each.

U. Cooperation Between Contractors

1.0 This contract is one of several projects essential to the overall improvements along I-670. Other area projects that will or may be under construction during this project are:

South Loop Link Project, I-670
J4I1486D, I-70 Kansas City Design-Build
JKU0029, I-670 Pavement Resurfacing

2.0 When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and will cooperate to coordinate temporary traffic control activities.

V. Rolling Stop

1.0 Description. A rolling stop is a form of traffic control used by contractors and maintenance personal for emergencies or roadway closures for short durations of time. The traffic control vehicles form a moving blockade which reduces traffic speeds and creates a large gap in traffic or clear area allowing very short term work to be completed.

2.0 Construction Requirements. Before starting the rolling stop operation the contractor shall ensure there is at least one traffic control vehicle (with flashing lights (truck mounted attenuator (TMA) optional) per each slowed down lane. (Note: The contractor may also use standard lane closures as approved by the engineer). There should also be one vehicle to cover every point of access onto the 'rolling stop' segment of the roadway.

2.1 The traffic control vehicles leading the rolling stop must enter the roadway far enough from the work site to allow a clear area in front of them to develop. The traffic control vehicle will work into position so that each lane is controlled by a vehicle with proper flashing lights and TMA's

2.2 During the rolling stop operation the sight distance for the traveling public should be maintained so the drivers have braking distance to stop their vehicles.

2.3 A separate traffic control vehicle, “chaser vehicle” shall follow the slowest or last vehicle ahead of the blockade. When that last vehicle passes the work site, the crew can begin the work operation.

2.4 All ramps and entrances to the roadway between the rolling stop blockade and the work site must be temporarily closed using traffic control personnel. Each of those ramps must remain closed until the “all clear” signal is given by the work site crew.

2.5 Proper communications are needed between the work site crew and the rolling stop blockade so that space and time adjustments can be made.

3.1 Traffic Management Plan and Schedule. The contractor shall submit a traffic control plan and schedule for the rolling stop, to the engineer, for review and approval prior to the start of work. The traffic management plan and schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

3.2 The contractor shall request permission at least one week prior to performing a rolling stop. This is to ensure that the closures do not conflict with other work within the zone of influence and the work zone information on the MoDOT’s website can remain real-time.

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

4.0 Basis of Payment. The cost of all equipment, labor, materials or time to fulfill the above provision will be included in the cost of the traffic control items included in the contract. No other direct payment will be made.

W. Pavement Marking Log

1.0 Description. The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

2.0 Basis of Payment. No direct payment will be made for logging of existing pavement marking.

X. Relocating and Mounting Existing Signs to New Posts

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

2.0 Construction Requirements. The contractor shall install new posts at the locations shown and then mount existing signs to the appropriate post type as summarized on sheet D-29 and

D-30 of the signing sheets. If specified, existing signs shall be installed to other objects, such as bridge piers. All work shall be in accordance with the construction requirements of Section 903.

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

4.0 Basis of Payment. All cost incurred for relocating and mounting existing signs to new posts or bridge piers at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item 903-99.02, Relocate Exist. Signs, per Each. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

Y. Traffic Control for Bridge Demolition

1.0 General. One weekend interstate closure shall be allowed for demolition of the existing Holmes St. bridge, as approved by the engineer. Bridge demolition shall be performed during weekend operations.

1.1 Hours. Weekend hours shall be from 10:00 P.M. on Friday evening to 5:00 A.M. Monday morning, or as approved by the engineer.

2.0 Coordination. Bridge demolition shall be coordinated with emergency services for each city (Kansas City and Independence), and with the engineer. Bridge demolition shall also be coordinated with the engineer to avoid potential conflict with special events.

2.1 Cleanup/Re-opening. The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, 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 delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **$10,000.00 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

3.0 Basis of Payment: Payment will be made for the traffic control signs and devices included in the contract, including changeable message signs and Truck Mounted Attenuators, included in the contract for this stage of work. No other direct payment will be made for compliance with this special provision.

Z. KCMO (Kansas City Missouri) Street Lighting

1.0 Description. Work under this Section shall consist of furnishing and installing all KCMO Street Lighting equipment and material as shown on the plans.

2.0 Construction Requirements All work shall be done in conformance with Kansas City Department of Public Works Standard Specification, Division II Section 2800 and Division V Section 5800 and any supplements, except as amended below, on the plans, or by the Engineer

3.0 Method of Measurement. All work associated with the installation of roadway lighting material, complete in place shall be measured for payment as each or linear feet and will include anchor bolts and nuts, lighting poles, quick disconnect fuse kits and all other necessary components.

4.0 Basis of Payment. Payment for the above described work including all materials, labor, equipment and all incidentals necessary to complete this item shall be made and considered completely covered under the contract unit price as listed for each of the following items:

901-99.02 KCMO Street Lighting Pole, 35’ MTG. HT. 6’ Bracket Arm, Black
901-99.02 KCMO Type D LED Luminaire, Black
901-99.02 KCMO Relocated Pole
901-99.02 KCMO Pole Foundation
901-99.02 KCMO Cable Retainer Assembly
901-99.02 KCMO Junction Box Type 1
901-99.02 KCMO Junction Box Type 2
901-99.03 KCMO Cable, 8 AWG, 1 Conductor
901-99.03 KCMO Cable, 8 AWG, Ground
901-99.03 KCMO Cable, 6 AWG, 1 Conductor
901-99.03 KCMO Cable, 6 AWG, Ground
901-99.03 KCMO Cable, 10 AWG, 1 Conductor, Pole & Bracket

No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as pay item in the contract.

AA. Supplemental Revisions JSP-18-01FF

- Compliance with 2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

(a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

(b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;

(c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

(d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;

(e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

(f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer.

All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

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

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

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

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

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

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.
A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

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

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

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

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

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

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

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

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

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

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

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

106.9.7 Buy America Requirements for Manufactured Products.
Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

3.3 Results, no more than five years old, from the third-party test facility shall compare within ±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.