



Job No.: J7S3506

Route: Various

County: Newton

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

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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b><i>Bartlett &amp; West, Inc.</i></b> <i>601 Monroe Street</i> <i>Jefferson City, MO 65101</i> Certificate of Authority: 000167-Eng. Consultant Phone: (573) 634-3181
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3506 NEWTON COUNTY, MO DATE PREPARED: 03/03/25
	ADDENDUM DATE: <b>R001_05/07/2025</b>
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

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JOB  
SPECIAL PROVISION

A. General – Federal JSP-09-02K

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages

**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.** Projects J7S3506, J7S3531 and J7S3531B will be let in required combination and will be built as one contract. 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

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this contract, all work on all three 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 7, 2025  
Contract Completion Date: November 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.

Job Number	Calendar Days	Daily Road User Cost
J7S3506 (Fairview)	31	\$1,800
J7S3506 (Granby)	29	\$2,300
J7S3506 (Neosho)	210	\$2,300
J7S3506 (Wentworth)	21	\$1,800
J7S3531 (Golden City)	62	\$1,800
J7S3531 (Iantha)	15	\$1,800
J7S3531 (Irwin)	18	\$1,800
J7S3531 (Lockwood)	67	\$1,800
J7S3531B (Lamar)	115	\$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 **\$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

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

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any

problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

**2.5.1.1 Recurring Congestion.** Where traffic queues routinely extend to within 1,000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.1.2 Non-Recurring Congestion.** When traffic queues extend to within 1,000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy

a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1,000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

### **3.0 Work Hour Restrictions.**

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

12:00 noon July 3, 2025 – 6:00 a.m. July 7, 2025  
12:00 noon July 3, 2026 – 6:00 a.m. July 6, 2026

**3.2** The contractor shall not perform any construction operation requiring a lane drop or side street approach closure 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 7:00 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.

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**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. Project Contact for Contract/Bidder Questions**

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

Craig Switzer, P.E., Project Contact  
MODOT - Southwest District  
2915 Doughboy Drive,  
Joplin, MO 64804

Telephone Number: 417-621-6331  
Email: [Craig.Switzer@modot.mo.gov](mailto:Craig.Switzer@modot.mo.gov)

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

**E. Emergency Provisions and Incident Management – SW**

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

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

Missouri Highway Patrol-Troop D: 417-895-6868	
MoDOT Customer Service: 417-895-7600	
Newton County Sheriff: 417-451-8300	
Newton Co. Office of Emergency Management: 417-451-4357	
<b>Fairview</b>	<b>Neosho</b>
Fire: N/A	Fire: 417-451-8021
Police: 417-632-4318	Police: 417-451-8012
<b>Granby</b>	<b>Wentworth</b>
Fire: 417-472-3333	Fire: N/A
Police: 417-472-3535	Police: 417-451-8300 (Sheriff)

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

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

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

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

F. 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:

**FAIRVIEW:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Liberty Utilities (EDE) Shawn Stephens 3400 Kodiak Road Joplin, MO 64804 Phone: 417-625-4228 Email: <a href="mailto:shawn.stephens@libertyutilities.com">shawn.stephens@libertyutilities.com</a>	No	Power
City of Fairview Pete Janis 100 S. Central Ave. Fairview, MO 64842 Phone: 417-632-4318 Email: <a href="mailto:cityhall@cityoffairview.org">cityhall@cityoffairview.org</a>	No	Sewer & Water
Windstream Jerry Miles 1705 S. Lillian Ave. Bolivar, MO 65613 Phone: 417-276-1460 Email: <a href="mailto:jerome.miles@windstream.com">jerome.miles@windstream.com</a>	No	Communications



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**GRANBY:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Liberty Utilities (EDE) Shawn Stephens (see above for contact information)	Yes (see 2.0)	Power
City of Granby Jim Channel 302 N. Main St. Granby, MO 64844 Phone: 417-472-6556 Email: <a href="mailto:channelfarms@gmail.com">channelfarms@gmail.com</a>	Yes (see 3.0)	Gas, Sewer, & Water
Granby Telephone Kevin Johnson 126 Beaver Ave. Granby, MO 64844 Phone: 417-472-6211 Email: <a href="mailto:kjgtc@jscomm.net">kjgtc@jscomm.net</a>	No	Communications
Mediacom Kyle Keller 1533 S. Enterprise Ave. Springfield, MO 65804 Phone: 417-496-8577 Email: <a href="mailto:kkeller@mediacomcc.com">kkeller@mediacomcc.com</a>	No	Communications

**NEOSHO:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Gene Lollis 727 S. Pearl Ave. Joplin, MO 64801 Phone: 417-499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	No	Communications
MoDOT – Signals, Lighting, ITS Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-733-0664 Email: <a href="mailto:joseph.dotson@modot.mo.gov">joseph.dotson@modot.mo.gov</a>	Yes (see 4.0)	Signals, Lighting, ITS
Liberty Utilities (EDE) Shawn Stephens (see above for contact information)	Yes (see 5.0)	Power

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Spire Energy  
 Richie Garcia  
 3025 SE Clover Drive  
 Lee's Summit, MO 64082  
 Phone: 816-507-0713  
 Email: [richi.garcia@spireenergy.com](mailto:richi.garcia@spireenergy.com)

No  
 (see 6.0)

Gas

Verizon (MCI)  
 Bryan Burger  
 10740 Nall Ave., Suite 400  
 Overland Park, KS 66211  
 Phone: 816-204-4494  
 Email: [bryan.burger@verizon.com](mailto:bryan.burger@verizon.com)

No

Communications

City of Neosho  
 Nate Siler  
 200 Nelson Ave.  
 Neosho, MO 64850  
 Phone: 417-451-8071  
 Email: [nsiler@neoshomo.org](mailto:nsiler@neoshomo.org)

Yes  
 (see 6.1-6.2)

Water & Sewer

Optimum (Altice/SuddenLink)  
 Tony Gilbert  
 304 S. Madison Ave.  
 Aurora, MO 65605  
 Phone: 417-298-4256  
 Email: [tony.gilbert@alticeusa.com](mailto:tony.gilbert@alticeusa.com)

No

Communications

#### WENTWORTH:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Brightspeed Mike Edwards 2601 Waukesha Road Siloam Springs, AR 72761 Phone: 479-524-9943 Email: <a href="mailto:michael.edwards@brightspeed.com">michael.edwards@brightspeed.com</a>	No	Communications
Liberty Utilities (EDE) Shawn Stephens (see above for contact information)	No	Power
Spire Energy Richi Garcia (see above for contact information)	No	Gas
Village of Wentworth Patti Ireland	No	Sewer

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402 4<sup>th</sup> Street  
Wentworth, MO 64873  
Phone: 417-489-1351  
Email: [irelandpatti@yahoo.com](mailto:irelandpatti@yahoo.com)

**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.

**1.2** Various utilities listed above have overhead lines within the project limits in the vicinity of the Contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act; this statute makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high voltage line that has not been covered or de-energized. The purpose of the Missouri Overhead Powerline Safety Act is to ensure the safety of the public when working around overhead power lines. If the contractor needs line cover when working near a primary powerline, then the contractor shall notify that utility owner a minimum of 14 days in advance of needing line cover. Most power providers perform this service free of charge for municipally-driven projects. The contractor shall be responsible for any damage to the overhead lines caused by their operations. There will be no direct payment for compliance with this specification.

**2.0 Liberty Utilities – Granby.** Liberty has an existing power pole in the northwest quadrant of US 60 and Cole Street. This is a common pole supporting three-phase along US 60 and single phase along Cole Street. The pole is not in direct conflict with the proposed improvements. However, a large portion of the existing fill on the south side of the pole will be removed. Liberty is planning to replace the existing pole with a taller structure that will be set deeper to accommodate the grade cut. Liberty intends to perform this work ahead of the roadway construction. The roadway contractor shall verify with Liberty that the pole has been relocated prior to beginning any excavation work in Granby. In the event this pole has not been replaced, the contractor shall immediately notify the engineer and Liberty. There will be no direct payment for compliance with this specification.

**3.0 City of Granby.** The only identified City impact is to an existing water valve generally located 47ft LT. of Sta 905+44. The cover on the water valve will require an elevation adjustment to match the finished grade of the proposed sidewalk. The roadway contractor shall be responsible for coordinating the necessary elevation adjustment with the City of Granby. The City of Granby has requested a minimum of two weeks advance notice for scheduling purposes. The contractor will be responsible for removing any concrete/asphalt around the water meter and establishing the necessary height adjustment for City crews to make the actual elevation adjustment. There will be no direct payment for compliance with this specification.

**4.0 MoDOT Signals, Lighting, ITS.** As part of the proposed improvements, the contractor will be responsible for the installation of various signal equipment necessary for the new signalized pedestrian crossings. The contractor shall provide and install the equipment as shown in the

plans. Payment for the new signal equipment, complete and in place, will be made at the contractor's submitted unit price for each respective item in the roadway contract.

**5.0 Liberty Utilities – Neosho.** Liberty has an existing power pole generally located 21.5ft RT. of Sta 25+83. This pole will need to be relocated to provide the minimum 48" clearance needed for ADA compliance. Liberty is planning to perform an in-line shift on this pole to the west allowing for minimum clearance. Liberty intends to have the pole relocated prior to the start of the ADA construction. The roadway contractor shall verify the pole has been relocated prior to beginning construction activities in Neosho. In the event this pole has not been relocated, the contractor shall immediately notify the engineer and Liberty of the need for relocation. There will be no direct payment for compliance with this specification.

**6.0 Spire.** The survey does not indicate impacts to Spire's facilities. ADA projects often involve minor elevation adjustments to existing gas valve covers. If a necessary elevation adjustment is discovered during construction, then the roadway contractor shall contact Spire for that adjustment. The roadway contractor will be responsible for removing any hard surface (concrete/asphalt) around the facility and establishing the final surface grade for Spire's crews. There will be no direct payment for compliance with this specification.

## **6.0 City of Neosho.**

**6.1 Fire Hydrants.** The City of Neosho has 3 fire hydrants that will require relocation for ADA compliance. The hydrants are generally located at:

Sta 24+98, 25ft LT. (northeast quadrant of Coler St. and Lincoln St.)  
Sta 00+75, 24ft RT. (southeast quadrant of Coler St. and College St.)  
Sta 41+85, 25ft RT. (southeast quadrant of College St. and Adams St.)

The City intends to relocate these hydrants prior to the start of the ADA construction. The roadway contractor shall verify these hydrants have been relocated prior to beginning construction activities in Neosho. In the event the hydrants have not been relocated, the contractor shall immediately notify the engineer and the City of the need for relocation. There will be no direct payment for compliance with this specification.

**6.2 Water Meters & Valves.** The City of Neosho has several water valves and meters falling within the limits of the sidewalk/approach work. Many of these facilities will require an elevation adjustment on the cover to meet the new sidewalk/approach grade. The contractor will be responsible for removing any hard surface (concrete/asphalt) around the existing valve/meter and establishing the necessary height adjustment for City crews. The contractor shall contact the City a minimum of two weeks in advance of needing these adjustments made. There will be no direct payment for compliance to this specification.

## **G. Temporary Construction Easements**

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

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

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

H. 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 6C that will be used during each stage of construction.

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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.

#### **I. Detectable Pedestrian Channelizing Barricade**

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

**2.0 Basis of Payment.** Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 616-99.02, ADA Compliant Moveable Barricade, per each.

J. Access to Commercial and Private Properties

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

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

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

**3.0 Liquidated Damages Specified.** If the entire entrance is not complete and open to traffic within **seven (7) calendar days**, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per day** for each full day that an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

K. Damage to Existing Pavement, Side Roads and Entrances

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

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

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

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

L. Pavement Edge Treatment for Drop Off Conditions – SW

**1.0 Description.** The contractor shall conduct construction operations so that there will be no drop off exceeding 2 inches adjacent to traffic. Treatment of any drop off greater than 2 inches shall be considered incidental to and completely covered by the other items in the contract. There will be no direct payment for Pavement Edge Treatment on this project.

M. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third-party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website ([www.modot.org/quality](http://www.modot.org/quality)).

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

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

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

**3.2 Non-Conformance Reporting.** A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not



meet the testing requirements or for any work that does not comply with the contract terms or specifications.

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

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

#### **4.0 Work Planning and Scheduling.**

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

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

**5.0 Quality Assurance Testing and Inspection.** MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection

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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.

N. Contractor Furnished Surveying and Staking – SW

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

**1.0 Description.** The contractor will be responsible for all layout required on the project. Any and all staking required to ensure that improvements installed on this project meet the ADA requirements is the sole responsibility of the contractor. This responsibility will include, but not limited to the following: Construction signs, curb ramp, landing, and sidewalk construction, truncated dome installation, quantity verification, curb construction, pavement marking, pedestrian signal modifications, median strip/island construction and modifications, etc.

**1.1** The above list is not all inclusive. The contractor will have the primary responsibility for these operations. Concerning the traffic control devices, the contractor shall provide the Resident Engineer with a layout plan for approval prior to the installation of signs. The RE will provide assistance for this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

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

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

**2.0 Basis of Payment.** No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

O. Curb Ramps and Sidewalk – SW

**1.0 Description.** Construction of concrete curbs, aprons, curb ramps, transition areas, sidewalk and landings shall be in accordance with applicable portions of Sections 608 & 609 of the Standard Specification and Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

**2.0 Construction Requirements.** This work shall include, but is not limited to, sidewalk construction including landings, joint construction, aggregate base, compaction, apron

modifications, transition area, curb ramp construction, Type S Curb or Type A Curb installation (as required), tie bars or dowel bars (as required), clean-up, etc. for each location shown on the plans.

The following requirements shall be applicable to construction of this project:

- Existing curb, curb and gutter, sidewalk, shoulders, etc. that are adjacent to a designated curb ramp and/or sidewalk improvement area that is damaged during construction shall be replaced/repared to match existing materials and condition.
- Variable height curb along the roadside may be constructed monolithic or separate depending on construction operations. Integral curb shall be doweled to the existing gutter or pavement.
- Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.
- The transition area shall be 8" thick and tied to the existing roadway pavement and existing paved approach or sidewalk it is matching.
- Curing compound for all concrete construction shall be a clear or translucent color. The white pigmented option or other colored compound will not be allowed.
- Adjacent grass areas, landscaping, irrigation lines, pavement, etc. disturbed by curb ramp or sidewalk construction shall be repaired or replaced to match or exceed existing conditions. Sod quantities are included for adjacent areas. More or less sod may be required depending on actual field conditions.

**3.0 Method of Measurement.** Curb ramps and concrete sidewalk will be measured to the nearest 1/10 square yard. Measurement of incidental items required to complete all aspects of construction for the above noted items at each new curb ramp and sidewalk location will not be made individually unless specified elsewhere in the contract.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for each of the pay items within the contract.

P. Miscellaneous Construction Requirements

The Contractor shall be required to provide the following project coordination efforts and miscellaneous project requirements for the successful completion of this project:

1. Saw cuts for pavement and sidewalks shall be full depth or a minimum of 6 inches, whichever is less.
2. A set number of ADA compliant barricades is included in the pay items. No direct pay will be made for additional ADA compliant barricades due to the contractor's preferred method of construction or acceleration of work.
3. Some signs will be removed from their existing sign supports and relocated to new sign supports. STOP signs shall always remain visible. Therefore, they will need to be temporarily mounted on supports, similar to temporary traffic control sign supports, until

they can be moved to their ultimate location. No direct pay will be made to remove signs from their existing sign support, temporarily mount the signs, and move them to the ultimate location. Any signs damaged due to the contractor's construction activities will be replaced in kind at the contractor's expense.

4. A one (1) inch joint filler shall be placed between all new sidewalk and existing immovable improvements to remain in place such as power poles, fire hydrants, building foundations, pull boxes, manholes, etc.
5. Extreme care shall be taken when removing sidewalk adjacent to existing building foundations. This may require additional saw cutting, hand work, time, equipment, materials etc. to not damage building foundations. The engineer shall approve the contractor's proposed method to remove sidewalk adjacent to buildings. All foundations damaged due to the contractor's activities will be completely repaired in kind as approved by the engineer. Payment for compliance with the above requirements will be considered completely included in the items provided for in the contract.

Q. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

R. Linear Grading for ADA Facilities – SW

**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 207-99.03, 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.

S. Modified Type A Gutter and Steel Plate

**1.0 Description.** This work shall consist of constructing Modified Type A Gutter with Steel Plates as shown on the plans and in accordance with Section 609 of the Standard Specifications, and specifically as follows.

**2.0 Construction Requirements.** The contractor shall refer to the construction plans detailing the locations with Modified Type A Gutter and Steel Plates. The contractor shall also pay special attention during construction to ensure proper drainage is achieved upon completion of construction.

**2.1** The ½" steel slip-resistant plate shall be installed flush with the top of the Modified Type A Gutter and secured to the top of the angle iron. The steel slip-resistant plate shall have a minimum static coefficient of friction of 0.6 and be ADA compliant since it is installed in the pedestrian access route.

**3.0 Method of Measurement.** No field measurement of the modified gutter will be made. The contract quantity will be used and is a measured along the top of the steel plate.

**4.0 Basis of Payment.** All labor, equipment, and materials required to construct the Modified Type A Gutter and Steel Plate as designated on the plans and by this specification shall be considered completely covered by Item No. 609-99.03 "Modified Type A Gutter with Steel Plate", per linear foot. No direct payment shall be made for reinforcing steel or brass screws and the steel plate shall be included in the linear foot cost of the Modified Type A Gutter pay item.

T. Positive Drainage

**1.0 Description.** The contractor shall be made aware that this project may alter the drainage collection and routing near any new improvements. Care shall be taken during construction to provide proper drainage.

**2.0 Construction Requirements.** The contractor shall maintain positive drainage for all properties and locations affected by the work and shall not create locations of ponding or other drainage concerns to property owners. The contractor shall alert the engineer of any potential concerns during construction that may affect the ability to maintain positive drainage.

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

U. Tree Removal

**1.0 Description.** Tree Removal shall consist of any necessary work to remove trees as identified on the plan sheets. The approximate tree diameters have been identified and nearby power lines are identified. Many of the trees could be partially or fully removed ahead of this project as part of Ameren's power pole relocation work.

**2.0 Construction Requirements.** The work shall be accomplished such that the tree is removed and will not re-grow. Tree trunks and stumps shall be removed to a minimum of 12 inches below the existing grade/elevation of the surrounding landscaping. Damage to the surrounding landscaping, including ruts and holes shall be repaired by the Contractor.

**3.0 Method of Measurement.** Measurement will be made per each tree removed within the project limits, and will be measured per each.

**4.0 Basis of Payment.** All labor, equipment, and materials necessary for Tree Removal and restoration of the disturbed areas as described in this provision will be made at the contract unit price for:

Item Number	Unit	Description
202-99.02	Each	Tree Removal

V. Sodding

**1.0 Description.** The contractor shall install sod on all disturbed areas except for surfaced areas, solid rock, and slopes consisting of primarily broken rock.

**2.0 Construction Requirements.** The contractor shall use sodding as specified for all disturbed areas shown in the plans. Seedbed preparation will be in accordance with Sec 801 and placement shall be accomplished in accordance with Sec 803. The contractor shall place the sodding **within 14 calendar days** of ground disturbance to reduce soil erosion or as approved by engineer. Disturbed area shall be limited to less than a maximum of 1 acre at one time.

**2.1** Temporary seeding may be utilized to fulfill maximum land disturbance requirement or at the discretion of the contractor. No direct payment will be made for temporary seeding.

**2.2** Acceptance will be in accordance with Sec 803.4.

**3.0 Basis of Payment.** Payment for sod, including seedbed preparation will be considered completely covered by the contract unit price for Item No. 803-10.00A, "Turf Type Tall Fescue Sodding", per square yard. Disturbed areas outside of authorized construction limits shall be sodded at the contractor's expense at the direction of the Engineer.

W. Modified Type S Concrete Curb (over 12")

**1.0 Description.** This work includes furnishing and constructing a modified "Type S" concrete curb, as shown in the plans.

**2.0 Construction Requirements.** The dimensions of the modified curb shall be in accordance with the plans and as approved by the engineer.

**2.1** Modified Type S Curb shall be constructed per Section 609 of the Standard Specifications for concrete curb. Reinforcing steel bars shall be in accordance with Sec 703.

**3.0 Method of Measurement.** No field measurement of the modified curb will be made, except in the instance of significant revisions to the design as approved by the Engineer. The contract quantity will be used for payment and will be measured along the top of the curb at the curb face.

**4.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 609-99.03 "Modified Type S Curb (12 in. – 30 in.)", per linear foot. No direct payment shall be made for reinforcing steel.

X. Audible Pedestrian Pushbuttons

**1.0 Description.** Audible pedestrian pushbuttons will be required for all signalized pedestrian crosswalks at all intersections. Each audible pedestrian signaling system shall include all electronic control equipment, mounting hardware and pushbuttons necessary to provide audible tone and speech indications as well as a vibrating tactile indication for specific pedestrian signal functions. Each audible pedestrian system will also include the hardware and software needed for programming the system operational parameters.

**2.0 Installation, Programming and Functionality.** The contractor shall install the audible pedestrian system following manufacturer's recommendations and Sec 902, and program each component for operation to provide the following functionality. Prior to activating each audible pedestrian system, the contractor shall submit a listing of the values programmed for all variable system parameters to the engineer for review and approval. Use also Section 4K.01 – 4K.05 of the MUTCD (11<sup>th</sup> Edition) for additional guidance of initial values for each programmable parameter.

**2.1 Audible Locator Tone.** The Locator tone tells the pedestrian that the intersection is equipped with an APS and where it is. The locator tone shall operate during the DON'T WALK and flashing DON'T WALK intervals only and shall be deactivated when the pedestrian signal is not operative. Push button locator tones shall be intensity responsive to ambient sound and be audible 6 to 12 feet from the pushbutton, or the building line, whichever is less.

**2.2 Verbal Wait Message.** This acknowledgement message confirms for the pedestrian that their button press has placed a call. Each actuation shall be accompanied by the speech message "wait."

**2.3 Walk Message.** Where two accessible pedestrian signals are separated by a distance of at least 10 feet, the audible walk indication shall be a percussive tone. Where two accessible pedestrian signals on one corner are not separated by a distance of at least 10 feet, the audible walk indication shall be a speech walk message.

**2.3.1 Audible Tone.** Walk indications shall repeat at eight to ten ticks per second. Audible tones used as walk indications shall consist of multiple frequencies with a dominant component at 880 Hz.

**2.3.2 Verbal Walk.** Message provides a clear message that the walk interval is in effect, as well as to which crossing it applies. The message shall be audible from the entrance of the associated crosswalk. Walk messages that are used at intersections having pedestrian phasing that is concurrent with vehicular phasing shall be patterned after the model: "Broadway. Walk sign is on to cross Broadway." Walk messages that are used at intersections having exclusive pedestrian phasing shall be patterned after the model: "Walk sign is on for all crossings."

**2.4 Vibrotactile Message.** Vibrotactile indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval only. The arrow shall be located on the pushbutton, have high visual contrast and shall be aligned parallel to the direction of travel on the associated crosswalk.

**2.5 Volume.** Automatic volume adjustment in response to ambient traffic sound level will be provided up to a maximum volume of 100 dB. The units shall be responsive to ambient noise level changes up to no more than 5 dB louder than ambient sound. Tone or voice volume measured at 36 inches from the unit shall be 2 dB minimum and 5 dB maximum above ambient noise level. At installation, signal system is to be adjusted to be audible at no more than 5 to 12 feet from the system.

**3.0 Equipment requirements.** The audible pedestrian system and its components, in form and functionality, shall meet or exceed the requirements of the following documents and standards:

- MUTCD (11<sup>th</sup> Edition), Section 4K.01 – 4K.05
- NEMA 250 – 4X
- NEMA TS1, TS2, TS4, Type 170, Type 2070

**4.0 Documentation and Support.** Two copies of the operation and maintenance manuals for each installed system shall be included.



**5.0 Construction Requirements.** Construction requirements shall conform to Sec 902, 1061, and 1092.

**6.0 Method of Measurement.** Method of measurement shall conform to Sec 902.

**7.0 Payment.** Payment for the audible signals will be for each unit per bid item, 902.49-21, "Accessible Pedestrian Signal", per each. This will include all wiring, power adaptors, and installation hardware needed.

Y. 2070 Signal Controller and Cabinet

**1.0 Description.** This work shall consist of providing and installing a new 2070 controller with cabinet at the intersection of Business 60 and College Street in Neosho.

**2.0 Material Requirements.** The new controller installed with this project shall consist of an ATC eX 2070 controller with OMNI-eX software as manufactured by McCain, Inc. placed inside a 332 cabinet.

**3.0 Communications.** The contractor shall be responsible for providing and installing all necessary items to make the new signal controller operational. This includes but is not limited to the 2070 controller, the OMNI-eX software, and the 332 cabinet. The engineer will provide the existing cycle lengths, but the contractor shall ultimately be responsible for programming the timings into the new controller.

**4.0 Method of Measurement.** Measurement will be made per each controller installed by the contractor and acceptable by the engineer.

**5.0 Basis of Payment.** Accepted signal controllers will be paid for at the contract unit price for Item No. 902-99.02, "2070 Signal Controller and Cabinet", per each.

Z. Push Button Extension

**1.0** This work includes adding ¾-inch galvanized pipe extensions to pedestrian pushbuttons so they meet offset and height requirements per ADA specifications.

**1.1** The contractor is advised that various push buttons will require extensions from the pedestrian signal pole or vehicular signal post, so the button is located meeting the requirement of ADA specifications. Extensions shall not exceed 18-inches.

**2.0 Method of Measurement.** Measurement of the pedestrian pushbutton extensions shall be made per each.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 902-99.02 "Push Button Extension", per each.

AA. Relocate Pedestrian Signal Post

**1.0 Description.** This work shall consist of relocating existing pedestrian posts as indicated on the plans.

**2.0 Method of Measurement.** Measurement of the relocation of existing pedestrian posts shall be made per each.

**2.1** Pedestrian posts damaged by construction activity shall be replaced by the contractor at the contractor's expense.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 902-99.02 "Relocate Ped. Post", per each, except the base concrete, which will be paid with the standard bid item, as indicated in the plans.

BB. Relocate Pedestrian Signal Head

**1.0 Description.** This work shall consist of relocating existing pedestrian signal heads as indicated on the plans.

**2.0 Method of Measurement.** Measurement of the relocation of existing pedestrian signal heads shall be made per each.

**2.1** Pedestrian signal heads damaged by construction activity shall be replaced by the contractor at the contractor's expense.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 902-99.02 "Relocate Countdown Signal Head", per each.

CC. Cable, Radar

**1.0 Description.** This work shall consist of installing new radar detection cable as indicated on the plans.

**1.1** The radar detection cable installed shall be appropriate for the existing radar detection sensors installed at the intersection.

**2.0 Method of Measurement.** Measurement of the radar cable shall be made per linear foot.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 902.99-03, "Cable, Radar", per linear foot.

DD. Loop Detectors

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

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

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**3.0 Basis of Payment.** Loop Detectors will be paid for at the contract unit price for Pay Item No. 902.85-00, "Cable, Loop Detector, In Duct", per linear foot. No direct payment will be made for incidental items necessary to complete the work.

EE. Removal and Replacement of Traffic Signs

**1.0 Description.** Existing traffic signs that have to be removed prior to proposed traffic signs being installed, and that are determined essential to the safe and orderly flow of traffic by the Engineer, shall be temporarily re-erected immediately by the Contractor at temporary locations in a manner approved by the Engineer. The existing signs shall remain temporarily erected until the final permanent signing has been installed. The Contractor shall maintain the existing signs in a straight and neat condition for the duration of the temporary mounting.

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

FF. Cooperation Between Contractors

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

**2.0 Construction Requirements.**

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

**2.2** Full cooperation of the contractors involved with this improvement in careful and complete coordination of their respective activities in the area will be required. Each contractor involved shall schedule and conduct work so as to avoid unnecessary inconvenience and/or delay to another, and a manner as not to damage work being performed or completed by another. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

**3.0 Route 60 work in Granby Requirements.**

**3.1** The contractor shall be aware that another contract (designated job number J7P3386) will be administered within the limits of this contract. Job number J7P3386 is a resurfacing project that will mill and resurface Route 60 within the city of Granby. Work on Route 60 in the City of Granby will involve milling and overlay of the pavement, and striping through several intersections of Route 60. The resurfacing project is scheduled for letting in November 2025, and will be constructed in calendar year 2026.

**3.2** The contractor shall coordinate with the J7P3386 contractor to facilitate the construction of the resurfacing and ADA work. The contractor shall be advised that milling and resurfacing will

be constructed within the area of the curb ramps and shall coordinate with the resurfacing contractor to construct improvements that have compliant tie-ins after the resurfacing has been completed.

**3.3** Centerline pavement markings will be installed along Route 60 as part of the resurfacing contract, however all other pavement marking at the intersections where new crosswalks will be installed will be the Contractor's responsibility. The Contractor shall coordinate with the resurfacing contractor to ensure that stop bars, cross walks, and other pavement marking at the intersections match up to the new center and lane lines. Field adjustments to the pavement marking at the intersections will be required at the direction of the engineer. All pavement marking at the intersections shall be installed within five business days of completion of the ADA work, as directed by the Engineer.

**4.0 Method of Measurement.** No measurement will be made.

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

GG. 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 the 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.

HH. 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.

**II. City of Neosho Culvert Work on Business 60 (Coler Street)**

**1.0** The Contractor is made aware of a City of Neosho construction contract to replace the double box culvert crossing Business 60 (Coler Street) from approximately Station 21+10 to Station 21+80. This work in this area, including the sidewalk improvements, is expected to be completed by the City's contractor during calendar year 2025. The Contractor shall complete the work for J7S3506 in the area of Coler Street after the City's contract is complete to properly tie into the City's improvements with their work. No direct payment shall be made for compliance with this provision.

JJ. Supplemental Revisions JSP 18-01FF

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

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

- Stormwater Compliance Requirements

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

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

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

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

**2.1 Duties of the WPCM:**

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

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

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

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



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

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

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

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

**106.9 Buy America Requirements.**

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

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

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

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

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

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

**106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices

to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

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

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

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

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

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

of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

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

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

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

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

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

Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

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

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

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

**3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO

T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

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

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

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

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

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

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

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

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

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

KK. MoDOT's Construction Workforce Program NJSP-15-17B

**1.0 Description.**

**1.1** Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

**1.2** The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

**1.3** The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

**1.4** This provision does not require pre-qualification nor is it a condition of award.

**1.5** The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

**1.6** The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

**1.7** Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

**1.8** It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

**1.9** If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not apply.

**1.10 Contractor's Workforce Plan.** The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

**1.11** The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

**1.12** If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, [40 U.S.C. §§ 3141–3148](#), in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

**1.13** The Contractor's workforce plan may include existing construction support and professional services staff.

**2.0 Forms and Documentation.** The bidder must submit the following documents if awarded the contract:

**Cumulative Workforce Utilization Reports.** This report is contract specific. One report shall be submitted to the Engineer by the 15<sup>th</sup> of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

### **3.0 Methods for Securing Workforce Participation and Good Faith Efforts.**

**3.1** By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document

and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

**3.2** The Engineer, through consultation with MoDOT's Business Development and Compliance (BDC's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

**3.3** In evaluating good-faith efforts, the BDC's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

**3.4** MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

**3.5** If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's BDC Division, the conditions as outlined and made available through this provision.

**4.0 Compliance Determination. (Required with project closeout)** All documentation and on-site information will be reviewed by MoDOT's BDC Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

**5.0 Liquidated Damages.** If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

**6.0 Administrative Reconsideration.** The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's BDC's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

**7.0 Available Pre-Apprentice Training Programs.** The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

**8.0 Independent Third-Party Compliance Monitor (Monitor).** MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.



**9.0 Regional Diversity Council (Council).** (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

## 10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

**TABLE 1:**

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4

Job No.: J7S3506  
Route: Various  
County: Newton

Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit

discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

#### LL. Protection of the CPKC Railway Interests

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

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

#### **REVISED** MM. Right-of-Way Clearance – Delayed Possession

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

 **REVISED**

~~• Parcel 1 (Danny and Amy Tanner) – PE~~

~~• Parcel 3 (Carl J. VanDorn) – TCE~~

 **REVISED**

~~• Parcel 4 (Kyle A. and Kimberly K. Stipp) – TCE~~

~~• Parcel 5 (Justo Estrada and Rose Guerra) – TCE~~

~~• Parcel 6 (Coler Street Properties LLC) – TCE~~

~~• Parcel 7 (Lesvi Vicente) – PE and TCE~~

 **REVISED**

~~• Parcel 8 (Durard and Carrie Pendergraft) – TCE~~

~~• Parcel 9 (C-V Glass Company of Neosho LLC) – TCE~~

- Parcel 10 (Michael and Julie A. Shurley) – TCE
- Parcel 11 (Darren R. McAlexander) – TCE
- Parcel 12 (Danny and Amy Tanner) – TCE
- ~~Parcel 13 (Bluebird Valley Properties, L.L.C.) – TCE~~
- ~~Parcel 14 (Peters Investments, L.L.C.) – TCE~~
- ~~Parcel 15 (Diana L. Wilson, Trustee) – TCE~~
- ~~Parcel 16 (Qing Yun and Jing Liu) – TCE~~
- ~~Parcel 17 (Peters Investments, L.L.C.) – PE and TCE~~
- Parcel 18 (MTI Investments, LLC) – PE and TCE
- ~~Parcel 19 (Davesu Neesho, L.L.C.) – TCE~~
- ~~Parcel 20 (Christopher D. and Lisa Parks) – TCE~~
- Parcel 20A (J & W Real Estate Investments, LLC) – TCE
- ~~Parcel 21 (Angela Thomas) – TCE~~
- ~~Parcel 22 (Peters Investments, L.L.C.) – PE~~
- Parcel 24 (Todd and Koni A. Tyler) – TCE
- Parcel 25 (Francisco G. and Amalia D. Ortega) – TCE
- Parcel 26 (The Elliott Family Revocable Trust) – RW
- ~~Parcel 27 (Darrell and LeAnn Casey) – RW~~
- ~~Parcel 28 (Federico Lopez Ramirez & Daysi Patricia Barrera Zetino) – PE~~
- ~~Parcel 29 (George D. and Sandra V. Buhr) – PE~~
- Parcel 30 (George D. and Sandra V. Buhr) – PE

1 REVISED

1 REVISED

1 REVISED

1 REVISED

**1.1** The contractor shall inform itself of the location of these parcels. No encroachment, storage of equipment and materials, or construction on these parcels shall be permitted until notification by the engineer is given that these parcels have been acquired.

1 REVISED

**1.2** The contractor shall schedule its work utilizing the available right of way until these parcels are cleared for construction, which is estimated to be June 30, 2025. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the ~~twenty-nine~~ Parcels will be clear for construction. No encroachment, storage of equipment and materials, or construction on these parcels shall be permitted until the contractor is notified by the engineer that these parcels have been acquired.

**1.3** The contractor shall have no claim for damage for delay, disruption, interference or otherwise as a result of the unavailability of **Parcels listed above in Item 1.0**. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these parcels as approved by the engineer.

#### NN. Special Property Owner Requirements – Parcel 29

**1.0 Construction.** The Contractor shall completely close and rebuild one entrance at a time while working on this property. While working on and around the entrances, the contractor shall make every reasonable effort to minimize any interference to business and to pursue the work diligently.

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Route: Various  
County: Newton

**1.1** The contractor shall contact the business to advise them of the work that will take place before beginning work on the entrances. The contractor will solely be responsible for repairing any damage to the property caused by contractor operations.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for all costs incurred for compliance with this provision.



OO. Special Property Owner Requirements – Parcel 26

**1.0 Construction Requirements.**

**1.1** The contractor shall not disturb areas outside the boundaries of the right of way lines on this property including the landscape, building, and parking lot.

**1.2** The contractor shall not work from, traverse, load/unload materials, or stage/store materials on any areas outside the boundaries of the right of way lines on this property.

**1.3** The contractor shall not operate or park equipment and contractor/subcontractor vehicles (including private vehicles belonging to contractor and subcontractor staff) outside the boundaries of the right of way lines on this property.

**1.4** The contractor shall not alter this provision without a written agreement with the property owner.

**2.0 Method of Measurement.** No measurement will be made.

**3.0 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.

**3.1** Any damage done to this property as a result of non-compliance with this provision shall be repaired at contractor expense. The property owner, in coordination with the engineer, shall have the sole determination as to the scope and adequacy of any required repairs.

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Route: Various  
County: Barton/Dade

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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b><i>Bartlett &amp; West, Inc.</i></b> <i>601 Monroe Street</i> <i>Jefferson City, MO 65101</i> Certificate of Authority: 000167-Eng. Consultant Phone: (573) 634-3181
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3531 BARTON/DADE COUNTY, MO DATE PREPARED: 03/03/25
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

Job No.: J7S3531  
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County: Barton/Dade

JOB  
SPECIAL PROVISION

A. General – Federal JSP-09-02K

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages

**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.** Projects J7S3506, J7S3531 and J7S3531B will be let in required combination and will be built as one contract. 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



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this contract, all work on all three 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 7, 2025  
Contract Completion Date: November 1, 2026

All ADA work on Route 160 in the City of Lockwood shall be completed by **November 1, 2025** due to the accompanying resurfacing project in calendar year 2025.

All ADA work on Route 97 in the City of Lockwood shall be completed by **November 1, 2025** due to the accompanying resurfacing project in calendar year 2025.

**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.

Job Number	Calendar Days	Daily Road User Cost
J7S3506 (Fairview)	31	\$1,800
J7S3506 (Granby)	29	\$2,300
J7S3506 (Neosho)	210	\$2,300
J7S3506 (Wentworth)	21	\$1,800
J7S3531 (Golden City)	62	\$1,800
J7S3531 (Iantha)	15	\$1,800
J7S3531 (Irwin)	18	\$1,800
J7S3531 (Lockwood)	67	\$1,800
J7S3531B (Lamar)	115	\$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 **\$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

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

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall

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

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

**2.5.1.1 Recurring Congestion.** Where traffic queues routinely extend to within 1,000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD

WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.1.2 Non-Recurring Congestion.** When traffic queues extend to within 1,000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1,000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

### **3.0 Work Hour Restrictions.**

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

12:00 noon July 3, 2025 – 6:00 a.m. July 7, 2025  
12:00 noon July 3, 2025 – 6:00 a.m. July 6, 2026

**3.2** The contractor shall not perform any construction operation requiring a lane drop or side street approach closure, 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 7:00 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

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Route: Various  
County: Barton/Dade

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. Project Contact for Contract/Bidder Questions**

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

Craig Switzer, PE, Project Contact  
MODOT - Southwest District  
2915 Doughboy Drive,  
Joplin, MO 64804

Telephone Number: 417-621-6331  
Email: [Craig.Switzer@modot.mo.gov](mailto:Craig.Switzer@modot.mo.gov)

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

**E. Emergency Provisions and Incident Management – SW**

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

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

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Missouri Highway Patrol-Troop D: 417-895-6868	
MoDOT Customer Service: 417-895-7600	
Barton County Sheriff: 417-682-5541	
Dade County Sheriff: 417-637-2312	
Barton Co. Office of Emergency Management: 417-682-2201	
Dade Co. Office of Emergency Management: 417-637-0270	
<b>Golden City</b>	<b>Iantha</b>
Fire: 417-537-9998	Fire: N/A
Barton Co Sheriff : 417-682-5541	Barton Co Sheriff : 417-682-5541
<b>Irwin</b>	<b>Lockwood</b>
Fire: 417-472-3333	Fire: 417-232-5232
Barton Co Sheriff : 417-682-5541	Police : 417-232-4060

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

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

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

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

#### F. 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:

#### **GOLDEN CITY:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Brightspeed Mike Edwards 2601 Waukesha Road Siloam Springs, AR 72761 Phone: 479-524-9943	No	Communications

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Email: [michael.edwards@brightspeed.com](mailto:michael.edwards@brightspeed.com)

Liberty Utilities (EDE) No Power  
Shawn Stephens (see 2.0)  
3400 Kodiak Road  
Joplin, MO 64804  
Phone: 417-625-4228  
Email: [shawn.stephens@libertyutilities.com](mailto:shawn.stephens@libertyutilities.com)

Spire Energy No Gas  
Richi Garcia (see 3.0)  
3025 SE Clover Drive  
Lee's Summit, MO 64082  
Phone: 816-507-0713  
Email: [richi.garcia@spireenergy.com](mailto:richi.garcia@spireenergy.com)

City of Golden City Yes Sewer & Water  
Zachary Renfro (see 4.0)  
511 Main Street  
Golden City, MO 64748  
Phone: 417-262-4180  
Email: [goldencitywwtf@gmail.com](mailto:goldencitywwtf@gmail.com)

Mediacom No Communications  
Evan Watson  
1110 Breckenridge Road  
Mt Vernon, MO 65712  
Phone: 417-316-9164  
Email: [ewatson@mediacomcc.com](mailto:ewatson@mediacomcc.com)

# **IANTHA:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Gene Lollis 727 S. Pearl Ave. Joplin, MO 64801 Phone: 417-499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	No	Communications
Barton County PWSD#1 Melinda Piper 1009 E. 11 <sup>th</sup> Street Lamar, MO 64759 Phone: 417-682-9579 Email: <a href="mailto:bdcjwater@sbcglogal.net">bdcjwater@sbcglogal.net</a>	No	Water
Evergy (KCPL) Chris Julian	No	Power

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721 N. Osage  
Nevada, MO 64772  
Phone: 417-321-1541  
Email: [chris.julian@evergy.com](mailto:chris.julian@evergy.com)

**IRWIN:**

<b><u>Utility Name</u></b>	<b><u>Known Required Adjustment</u></b>	<b><u>Type</u></b>
Brightspeed Mike Edwards (see above for contact information)	No	Communications
Barton County PWSD#1 Melinda Piper (see above for contact information)	No	Water
Evergy (KCPL) Chris Julian (see above for contact information)	No	Power
Spire Energy Richi Garcia (see 3.0) (see above for contact information)	No	Gas
K-PowerNet Phillip Fansler P.O. Box 577 Vinita, OK 74301 Phone: 918-256-5551 ext. 2219 Email: <a href="mailto:pfansler@kamopower.com">pfansler@kamopower.com</a>	No	Communications

**LOCKWOOD:**

<b><u>Utility Name</u></b>	<b><u>Known Required Adjustment</u></b>	<b><u>Type</u></b>
AT&T – Distribution Gene Lollis (see above for contact information)	No	Communications
Spire Energy Richi Garcia (see 3.0) (see above for contact information)	No	Gas
K-PowerNet Phillip Fansler (see above for contact information)	No	Communications

Job No.: J7S3531  
Route: Various  
County: Barton/Dade

City of Lockwood  
Isaac Dodd (see 5.1 & 5.2)  
107 E. 8<sup>th</sup> Street  
Lockwood, MO 65682  
Phone: 417-955-0559  
Email: [citysuperintendent@lockwoodmo.com](mailto:citysuperintendent@lockwoodmo.com)

Yes

Electric, Sewer, & Water

Mediacom  
Evan Watson  
(see above for contact information)

No

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.

**1.2** Various utilities listed above have overhead lines within the project limits in the vicinity of the Contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act; this statute makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high voltage line that has not been covered or de-energized. The purpose of the Missouri Overhead Powerline Safety Act is to ensure the safety of the public when working around overhead power lines. If the contractor needs line cover when working near a primary powerline, then the contractor shall notify that utility owner a minimum of 14 days in advance of needing line cover. Most power providers perform this service free of charge for municipally-driven projects. The contractor shall be responsible for any damage to the overhead lines caused by their operations. There will be no direct payment for compliance with this specification.

**2.0 Liberty Utilities – Golden City.** Liberty has a single phase primary line running along the north side of MO126. With the limited R/W width in this area, it is desirable to maintain the poles at or near the R/W line. If a minimum 4ft width ADA compliant sidewalk cannot be achieved on the R/W side of the existing power poles, then the contractor shall install a 4ft wide sidewalk on the roadway side of the power poles. The reduced sidewalk width will only be applicable at the individual pole. The parallel sidewalk beyond the width transitions shall be 5ft wide.

**3.0 Spire.** The survey does not indicate impacts to Spire's facilities. ADA projects often involve minor elevation adjustments to existing gas valve covers. If a necessary elevation adjustment is discovered during construction, then the roadway contractor shall contact Spire for that adjustment. The roadway contractor will be responsible for removing any hard surface (concrete/asphalt) around the facility and establishing the final surface grade for Spire's crews. There will be no direct payment for compliance with this specification.

**4.0 City of Golden City.** The City has six water meters and one sanitary sewer manhole falling within the limits of the proposed work. There is a high probability the covers will need an elevation adjustment to match the finished grade of the proposed sidewalk. The roadway contractor shall be responsible for coordinating the necessary elevation adjustment with the City of Golden City.



The City has requested a minimum of two weeks advance notice for scheduling purposes. The contractor will be responsible for removing any concrete/asphalt around the existing facility and establish the necessary height adjustment for the City to make the actual elevation adjustment. There will be no direct payment for compliance with this specification.

## **5.0 City of Lockwood.**

**5.1 Lockwood Sign.** The City has a marque sign in the northwest quadrant of US160 and MO97. As part of the proposed roadway improvements, the contractor will be responsible for relocating this sign. The City has agreed to disconnect and then reconnect the secondary power to the sign. The roadway contractor shall be responsible for coordinating the electrical work on the sign with the City. The City requests a minimum of two weeks advance notice of needing the work performed for scheduling purposes. There will be no direct payment for compliance with this specification.

**5.2 Streetlight at MO97 and 5<sup>th</sup> Street.** The City owns a streetlight in the northeast quadrant of MO97 and 5<sup>th</sup> Street. This light is in conflict with the proposed ADA improvements. The roadway contractor shall install a new lighting foundation outside the limits of the ADA work. The contractor shall verify the anchor bolt pattern on the new foundation matches the pattern on the existing light. The City will remove the existing light pole and relocate it to the newly installed foundation. The City will also be responsible for disconnecting and reconnecting the overhead secondary power. All costs associated with performing this work shall be included in the contractor's submitted unit price bid for item 901-82.30, Pole Foundation 30FT, per each.

## **G. Temporary Construction Easements**

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

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

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

## **H. 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 6C 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, detectable 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.

**I. Detectable Pedestrian Channelizing Barricades**

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

**2.0 Basis of Payment.** Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 616-99.02, ADA Compliant Moveable Barricade, per each.

**J. Access to Commercial and Private Properties**

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

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

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

**3.0 Liquidated Damages Specified.** If the entire entrance is not complete and open to traffic within **seven (7) calendar days**, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per day** for each full day that an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

K. Damage to Existing Pavement, Side Roads and Entrances

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

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

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

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

L. Pavement Edge Treatment for Drop Off Conditions – SW

**1.0 Description.** The contractor shall conduct construction operations so that there will be no drop off exceeding 2 inches adjacent to traffic. Treatment of any drop off greater than 2 inches shall be considered incidental to and completely covered by the other items in the contract. There will be no direct payment for Pavement Edge Treatment on this project.

M. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third-party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website ([www.modot.org/quality](http://www.modot.org/quality)).

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

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

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

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

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

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

**4.0 Work Planning and Scheduling.**

**4.1 Two-week Schedule.** Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week

schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

N. Contractor Furnished Surveying and Staking – SW

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

**1.0 Description.** The contractor will be responsible for all layout required on the project. Any and all staking required to ensure that improvements installed on this project meet the ADA requirements is the sole responsibility of the contractor. This responsibility will include, but not limited to the following: Construction signs, curb ramp, landing, and sidewalk construction, truncated dome installation, quantity verification, curb construction, pavement marking, pedestrian signal modifications, median strip/island construction and modifications, etc.

**1.1** The above list is not all inclusive. The contractor will have the primary responsibility for these operations. Concerning the traffic control devices, the contractor shall provide the Resident Engineer with a layout plan for approval prior to the installation of signs. The RE will provide assistance for this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

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

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

**2.0 Basis of Payment.** No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

O. Curb Ramps and Sidewalk – SW

**1.0 Description.** Construction of concrete curbs, aprons, curb ramps, transition areas, sidewalk and landings shall be in accordance with applicable portions of Sections 608 & 609 of the Standard Specification and Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

**2.0 Construction Requirements.** This work shall include, but is not limited to, sidewalk construction including landings, joint construction, aggregate base, compaction, apron modifications, transition area, curb ramp construction, Type S Curb or Type A Curb installation (as required), tie bars or dowel bars (as required), clean-up, etc. for each location shown on the plans.

The following requirements shall be applicable to construction of this project:

- Existing curb, curb and gutter, sidewalk, shoulders, etc. that are adjacent to a designated curb ramp and/or sidewalk improvement area that is damaged during construction shall be replaced/repared to match existing materials and condition.
- Variable height curb along the roadside may be constructed monolithic or separate depending on construction operations. Integral curb shall be doweled to the existing gutter or pavement.

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- Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.
- The transition area shall be 8" thick and tied to the existing roadway pavement and existing paved approach or sidewalk it is matching.
- Curing compound for all concrete construction shall be a clear or translucent color. The white pigmented option or other colored compound will not be allowed.
- Adjacent grass areas, landscaping, irrigation lines, pavement, etc. disturbed by curb ramp or sidewalk construction shall be repaired or replaced to match or exceed existing conditions. Sod quantities are included for adjacent areas. More or less sod may be required depending on actual field conditions.

**3.0 Method of Measurement.** Curb ramps and concrete sidewalk will be measured to the nearest 1/10 square yard. Measurement of incidental items required to complete all aspects of construction for the above noted items at each new curb ramp and sidewalk location will not be made individually unless specified elsewhere in the contract.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for each of the pay items within the contract.

P. Miscellaneous Construction Requirements

The Contractor shall be required to provide the following project coordination efforts and miscellaneous project requirements for the successful completion of this project:

1. Saw cuts for pavement and sidewalks shall be full depth or a minimum of 6 inches, whichever is less.
2. A set number of ADA compliant barricades is included in the pay items. No direct pay will be made for additional ADA compliant barricades due to the contractor's preferred method of construction or acceleration of work.
3. Some signs will be removed from their existing sign supports and relocated to new sign supports. STOP signs shall remain visible at all times. Therefore, they will need to be temporarily mounted on supports, similar to temporary traffic control sign supports, until they can be moved to their ultimate location. No direct pay will be made to remove signs from their existing sign support, temporarily mount the signs, and move them to the ultimate location. Any signs damaged due to the contractor's construction activities will be replaced in kind at the contractor's expense.
4. A one (1) inch joint filler shall be placed between all new sidewalk and existing immovable improvements to remain in place such as power poles, fire hydrants, building foundations, pull boxes, manholes, etc.
5. Extreme care shall be taken when removing sidewalk adjacent to existing building foundations. This may require additional saw cutting, hand work, time, equipment, materials etc. to not damage building foundations. The engineer shall approve the contractor's proposed method to remove sidewalk adjacent to buildings. All foundations damaged due to the contractor's activities will be completely repaired in kind as



approved by the engineer. Payment for compliance with the above requirements will be considered completely included in the items provided for in the contract.

Q. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

R. 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 207-99.03, 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.

S. Modified Type A Gutter and Steel Plate

**1.0 Description.** This work shall consist of constructing Modified Type A Gutter with Steel Plates as shown on the plans and in accordance with Section 609 of the Standard Specifications, and specifically as follows.

**2.0 Construction Requirements.** The contractor shall refer to the construction plans detailing the locations with Modified Type A Gutter and Steel Plates. The contractor shall also pay special attention during construction to ensure proper drainage is achieved upon completion of construction.

**2.1** The ½" steel slip-resistant plate shall be installed flush with the top of the Modified Type A Gutter and secured to the top of the angle iron. The steel slip-resistant plate shall have a minimum static coefficient of friction of 0.6 and be ADA compliant since it is installed in the pedestrian access route.

**3.0 Method of Measurement:** No field measurement of the modified gutter will be made. The contract quantity will be used and is a measured along the top of the steel plate.

**4.0 Basis of Payment:** All labor, equipment and materials required to construct the Modified Type A Gutter and Steel Plate as designated on the plans and by this specification shall be considered completely covered by Item No. 609-99.03 "Modified Type A Gutter with Steel Plate", per linear foot. No direct payment shall be made for reinforcing steel or brass screws and the steel plate shall be included in the linear foot cost of the Modified Type A Gutter pay item.

T. Positive Drainage

**1.0 Description.** The contractor shall be made aware that this project may alter the drainage collection and routing near any new improvements. Care shall be taken during construction to provide proper drainage.

**2.0 Construction Requirements.** The contractor shall maintain positive drainage for all properties and locations affected by the work and shall not create locations of ponding or other drainage concerns to property owners. The contractor shall alert the engineer of any potential concerns during construction that may affect the ability to maintain positive drainage.

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

U. Sodding

**1.0 Description.** The contractor shall install sod on all disturbed areas except for surfaced areas, solid rock, and slopes consisting of primarily broken rock.

**2.0 Construction Requirements.** The contractor shall use sodding as specified for all disturbed areas shown in the plans. Seedbed preparation will be in accordance with Sec 801 and placement shall be accomplished in accordance with Sec 803. The contractor shall place the sodding **within 14 calendar days** of ground disturbance to reduce soil erosion or as approved by engineer. Disturbed area shall be limited to less than a maximum of 1 acre at one time.

**2.1** Temporary seeding may be utilized to fulfill maximum land disturbance requirement or at the discretion of the contractor. No direct payment will be made for temporary seeding.

**2.2** Acceptance will be in accordance with Sec 803.4.

**3.0 Basis of Payment.** Payment for sod, including seedbed preparation will be considered completely covered by the contract unit price for Item No. 803-10.00A, "Turf Type Tall Fescue Sodding", per square yard. Disturbed areas outside of authorized construction limits shall be sodded at the contractor's expense at the direction of the Engineer.

V. Modified Type S Concrete Curb (over 12")

**1.0 Description.** This work includes furnishing and constructing a modified "Type S" concrete curb, as shown in the plans.

**2.0 Construction Requirements.** The dimensions of the modified curb shall be in accordance with the plans and as approved by the engineer.

**2.1** Modified Type S Curb shall be constructed per section 609 of the standard specifications for concrete curb. Reinforcing steel bars shall be in accordance with Sec 703.

**3.0 Method of Measurement:** No field measurement of the modified curb will be made, except in the instance of significant revisions to the design as approved by the Engineer. The contract quantity will be used for payment and will be measured along the top of the curb at the curb face.

**4.0 Basis of Payment:** All costs associated with this work shall be considered completely covered by Item No. 609-99.03 "Modified Type S Curb (12 in. – 30 in.)", per linear foot. No direct payment shall be made for reinforcing steel.

W. 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.

X. DBE Prompt Payment Reporting

**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

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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.

Y. Cooperation Between Contractors

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

**2.0 Construction Requirements.**

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

**2.2** Full cooperation of the contractors involved with this improvement in careful and complete coordination of their respective activities in the area will be required. Each contractor involved shall schedule and conduct work so as to avoid unnecessary inconvenience and/or delay to another, and a manner as not to damage work being performed or completed by another. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

**3.0 Route 160 and Route 97 work in Lockwood Requirements.**

**3.1** The contractor shall be aware that two other contracts (designated job numbers JSR0042 and JSR0164) will be administered within the limits of this contract. Job number JSR0042 is a resurfacing project that will resurface Route 160 within the City of Lockwood and JSR0164 will resurface Route 97 within the City of Lockwood. Work on both routes in the City of Lockwood will involve overlay of the pavement and striping through several intersections of Route 160 and Route 97. The resurfacing projects were awarded to Blevins Asphalt Construction Company on December 4, 2024. The scheduled completion date for both projects is November 1, 2025.

**3.2** The contractor shall coordinate with the JSR0042 and JSR0164 contractor to facilitate the construction of the resurfacing work. The contractor shall be advised that resurfacing will be constructed within the area of the curb ramps and shall coordinate with the resurfacing contractor to construct improvements that have compliant tie-ins after the resurfacing has been completed.

**3.3** Centerline pavement markings will be installed along both routes as part of the resurfacing contract, however all other pavement marking at the intersection will be the Contractor's responsibility. The Contractor shall coordinate with the resurfacing contractor to ensure that stop bars, cross walks, and other pavement marking at the intersection match up to the new center and lane lines. Field adjustments to the pavement marking at the intersection will be required at the direction of the engineer. All pavement marking at the intersection shall be installed within five business days of completion of the ADA work, as directed by the Engineer.

**4.0 Method of Measurement.** No measurement will be made.

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

Z. Removal and Replacement of Traffic Signs

**1.0 Description.** Existing traffic signs that have to be removed prior to proposed traffic signs being installed and that are determined essential to the safe and orderly flow of traffic by the Engineer shall be temporarily re-erected immediately by the Contractor at temporary locations in a manner approved by the Engineer. The existing signs shall remain temporarily erected until the final permanent signing has been installed. The Contractor shall maintain the existing signs in a straight and neat condition for the duration of the temporary mounting.

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

AA. Supplemental Revisions JSP 18-01-FF

- 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](http://MoDOT.org);
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions



to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

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

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

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

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

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

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

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

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

#### **106.9 Buy America Requirements.**

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

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

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

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

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

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

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

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

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

incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

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

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

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

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

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

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

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

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

Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of

concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

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

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

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

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

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

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

BB. MoDOT's Construction Workforce Program NJSP-15-17B

**1.0 Description.**

**1.1** Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

**1.2** The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

**1.3** The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

**1.4** This provision does not require pre-qualification nor is it a condition of award.

**1.5** The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

**1.6** The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

**1.7** Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

**1.8** It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

**1.9** If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not apply.

**1.10 Contractor's Workforce Plan.** The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

**1.11** The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

**1.12** If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing

wage under the federal Davis-Bacon Act, [40 U.S.C. §§ 3141–3148](#), in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

**1.13** The Contractor's workforce plan may include existing construction support and professional services staff.

**2.0 Forms and Documentation.** The bidder must submit the following documents if awarded the contract:

**Cumulative Workforce Utilization Reports.** This report is contract specific. One report shall be submitted to the Engineer by the 15<sup>th</sup> of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

### **3.0 Methods for Securing Workforce Participation and Good Faith Efforts.**

**3.1** By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

**3.2** The Engineer, through consultation with MoDOT's Business Development and Compliance (BDC's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

**3.3** In evaluating good-faith efforts, the BDC's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

**3.4** MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

**3.5** If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's BDC Division, the conditions as outlined and made available through this provision.



**4.0 Compliance Determination. (Required with project closeout)** All documentation and on-site information will be reviewed by MoDOT's BDC Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

**5.0 Liquidated Damages.** If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

**6.0 Administrative Reconsideration.** The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's BDC's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

**7.0 Available Pre-Apprentice Training Programs.** The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

**8.0 Independent Third-Party Compliance Monitor (Monitor).** MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

**9.0 Regional Diversity Council (Council).** (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

#### **10.0 Federal Workforce Goals.**

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

**TABLE 1:**

County	Goal (Percent)	County	Goal (Percent)
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Job No.: J7S3531  
Route: Various  
County: Barton/Dade

Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10

Job No.: J7S3531  
Route: Various  
County: Barton/Dade

Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal

affiliations through membership and participation or community identification).

CC. Protection of the BNSF Railway Interests

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

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

DD. Protection of the MNA Railroad Interests

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

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

EE. Right-of-Way Clearance – Delayed Possession

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

- Parcel 001 – Osage Grazing Association, Inc.
- Parcel 002 – Brewer Joseph
- Parcel 003 – Stewart, Melvin & Diana
- Parcel 004 – Jenkins, Marcia
- Parcel 005 – Weistein, Sally
- Parcel 006 – Hayden, Bonnie
- Parcel 007 – Stefan Trust
- Parcel 008 – Barton Co Library District
- Parcel 009 – Cox Barton Co Hospital
- Parcel 010 – Venable, Matthew
- Parcel 011 – Pennell, Jason
- Parcel 012 – City of Lockwood
- Parcel 014 – Lockwood United Methodist
- Parcel 015 – Hendrix-Cloyce & Glinda

**1.1** The contractor shall inform itself of the location of these parcels. No encroachment, storage of equipment and materials, or construction on these parcels shall be permitted until notification by the engineer is given that these parcels have been acquired.

**1.2** The contractor shall schedule its work utilizing the available right of way until these parcels are cleared for construction, which is estimated to be June 30, 2025. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the fourteen Parcels will be clear for construction. No encroachment, storage of equipment and materials, or construction on these parcels shall be permitted until the contractor is notified by the engineer that these parcels have been acquired.

**1.3** The contractor shall have no claim for damage for delay, disruption, interference or otherwise as a result of the unavailability of **Parcels listed above in Item 1.0**. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these parcels as approved by the engineer.

FF. Special Property Owner Requirements – Parcel 003

**1.0 Description.** The contractor shall remove the wooden pole at approximate station 12+13, 25ft LT. in Golden City and salvage it for the property owner. The contractor shall remove the pole and place it alongside the property owner's driveway. The contractor shall contact the property owner prior to salvaging the pole to make arrangements for the work. The pole shall remain the property of the property owner.

**2.0 Basis of Payment.** Separate payment will not be made. All costs associated with removal and placement of the existing pole shall be included in the unit bid price for Item No. 207-99-03, Linear Grading for ADA Facilities, per linear foot.

GG. Special Property Owner Requirements – Parcel 006

**1.0 Description.** The property owner has requested that a small piece of concrete sidewalk bearing the engravings of family names and date be salvaged by the contractor and retained by the family. The piece of sidewalk to be salvaged is located approximately 5 feet west of the western edge of the driveway at approximate station 16+94 LT. in Golden City.

**1.1** The contractor shall take the utmost care in removing this section of sidewalk. Full depth saw cuts shall be made to separate the piece of sidewalk to be salvaged from the remaining sidewalk. Before beginning this work, the contractor shall contact the property owner to make arrangements for the work, including where the salvaged section of sidewalk is to be placed. The salvaged piece of sidewalk shall remain the property of the property owner.

**2.0 Basis of Payment.** Separate payment will not be made. All costs associated with removal of the section of sidewalk, including full depth saw cuts and placement of the salvaged piece of sidewalk as directed by the property owner, shall be included in the unit bid price for Item No. 207-99-03, Linear Grading for ADA Facilities, per linear foot.

Job No.: J7S3531B  
Route: Route 160  
County: Barton

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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Job No.: J7S3531B  
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County: Barton

	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b><i>Bartlett &amp; West, Inc.</i></b> <i>601 Monroe Street</i> <i>Jefferson City, MO 65101</i> Certificate of Authority: 000167-Eng. Consultant Phone: (573) 634-3181
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3531B BARTON COUNTY, MO DATE PREPARED:03/03/25
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB  
SPECIAL PROVISION

A. General – Federal JSP-09-02K

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans  
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.** Projects J7S3506, J7S3531 and J7S3531B will be let in required combination and will be built as one contract. 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



Job No.: J7S3531B  
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County: Barton

this contract, all work on all three 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 7, 2025  
Contract Completion Date: November 1, 2026

All ADA work on Route 160 in the City of Lamar shall be completed by **November 1, 2025** due to the accompanying resurfacing project in calendar year 2025.

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

Job Number	Calendar Days	Daily Road User Cost
J7S3506 (Fairview)	31	\$1,800
J7S3506 (Granby)	29	\$2,300
J7S3506 (Neosho)	210	\$2,300
J7S3506 (Wentworth)	21	\$1,800
J7S3531 (Golden City)	62	\$1,800
J7S3531 (Iantha)	15	\$1,800
J7S3531 (Irwin)	18	\$1,800
J7S3531 (Lockwood)	67	\$1,800
J7S3531B (Lamar)	115	\$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 **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified 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

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

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without

prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

**2.5.1.1 Recurring Congestion.** Where traffic queues routinely extend to within 1,000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.1.2 Non-Recurring Congestion.** When traffic queues extend to within 1,000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1,000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways

### **3.0 Work Hour Restrictions.**

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

12:00 noon July 3, 2025 – 6:00 a.m. July 7, 2025  
12:00 noon July 3, 2026 – 6:00 a.m. July 6, 2026

**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.

### **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.

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**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. Project Contact for Contract/Bidder Questions**

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

Craig Switzer, PE, Project Contact  
MODOT - Southwest District  
2915 Doughboy Drive,  
Joplin, MO 64804

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

All questions concerning the bid document preparation can be directed to the Southwest Office – Design at (417) 621-6331.

**E. Emergency Provisions and Incident Management – SW**

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

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

Missouri Highway Patrol-Troop D: 417-895-6868
MoDOT Customer Service: 417-895-7600
Barton County Sheriff: 417-682-5541
Barton Co. Office of Emergency Management: 417-682-2201
<b>City of Lamar</b>
Fire: (417) 682-5512
Police: (417) 682-3546

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

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

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

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

**F. 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:

<b><u>Utility Name</u></b>	<b><u>Known Required Adjustment</u></b>	<b><u>Type</u></b>
AT&T – Distribution Gene Lollis 727 S. Pearl Ave. Joplin, MO 64801 Phone: 417-499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	Yes (See 2.0)	Communications
MoDOT – Signals, Lighting, ITS Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-733-0664 Email: <a href="mailto:joseph.dotson@modot.mo.gov">joseph.dotson@modot.mo.gov</a>	Yes (See 3.0)	Signals, Lighting, ITS
City of Lamar Hayden Todd 132 W. 10 <sup>th</sup> Street Lamar, MO 64759 Phone: 417-682-5554 ext. 2345 Email: <a href="mailto:waterdept@lamarmo.org">waterdept@lamarmo.org</a>	Yes (See 4.0)	Water & Sewer
City of Lamar	Yes	Power, Lighting

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County: Barton

Kevin Lee  
132 W. 10<sup>th</sup> Street  
Lamar, MO 64759  
Phone: 417-682-5554 ext. 2346  
Email: [cityelectric@lamarmmo.org](mailto:cityelectric@lamarmmo.org)

(See 5.1 – 5.2)

Spire Energy  
Richi Garcia  
3025 SE Clover Drive  
Lee's Summit, MO 64082  
Phone: 816-507-0713  
Email: [richi.garcia@spireenergy.com](mailto:richi.garcia@spireenergy.com)

No  
(See 6.0)

Gas

K-PowerNet  
Phillip Fansler  
P.O. Box 577  
Vinita, OK 74301  
Phone: 918-256-5551 ext. 2219  
Email: [pfansler@kamopower.com](mailto:pfansler@kamopower.com)

No

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.

**1.2** Various utilities listed above have overhead lines within the project limits in the vicinity of the Contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act; this statute makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high voltage line that has not been covered or de-energized. The purpose of the Missouri Overhead Powerline Safety Act is to ensure the safety of the public when working around overhead power lines. If the contractor needs line cover when working near a primary powerline, then the contractor shall notify that utility owner a minimum of 14 days in advance of needing line cover. Most power providers perform this service free of charge for municipally-driven projects. The contractor shall be responsible for any damage to the overhead lines caused by their operations. There will be no direct payment for compliance to this specification.

**2.0 AT&T.** AT&T has two handholes in the proposed ADA path at the Walnut Street intersection. They have a handhole in the northeast quadrant within the new landing and a handhole in the southeast quadrant within the new curb ramp. AT&T will adjust the elevation on both handholes during construction. The roadway contractor shall notify AT&T a minimum of 3 weeks in advance of the ADA work at this intersection. The roadway contractor shall be responsible for establishing the finished elevations for AT&T's contractor to make the necessary adjustments. There will be no direct payment for compliance with this specification.

**3.0 MoDOT Signals, Lighting, ITS.** As part of the proposed improvements, the contractor will be responsible for the installation of various signal equipment necessary for the new signalized pedestrian crossings. The contractor shall provide and install the equipment as shown in the plans. Payment for the new signal equipment, complete and in place, will be made at the contractor's submitted unit price for each respective item in the roadway contract. Adjustment of the existing pull box in the northeast corner at the Gulf Street intersection shall be incidental to the other items included in the contract.

**4.0 City of Lamar – Sanitary Sewer & Water.** The City has a water valve in the northeast and northwest quadrant of Walnut Street and a sanitary sewer manhole in the northwest quadrant of Truman Street that will be impacted by the proposed improvements. The elevation on these facilities will need to be adjusted to match the finished grade for ADA compliance. The roadway contractor shall contact the City a minimum of 2 weeks in advance of planned construction activities at these locations. The roadway contractor will be responsible for removing any hard surface (concrete/asphalt) around the facility and establishing the final surface grade for the City crews to make the necessary adjustment. There will be no direct payment for compliance with this specification.

#### **5.0 City of Lamar – Electric.**

**5.1 Roadway Lighting.** The City of Lamar has a streetlight in the northwest quadrant of US160 and Walnut Street and in the northwest quadrant of US160 and Truman Street in conflict with the proposed improvements. The roadway contractor shall install new light pole foundations outside the limits of the ADA work. The contractor shall verify that the anchor bolt patterns on the new foundations matches the patterns on the existing lights. The City will remove the existing light poles and relocate them to the newly installed foundations during construction. The City will also be responsible for disconnecting and reconnecting the lights to the power source. The roadway contractor shall notify the City of Lamar a minimum of 3 weeks in advance of planned construction activities. The roadway contractor shall also establish the final surface grade along with the R/W line at each location for the City. All costs associated with performing this work shall be included in the contractor's submitted unit price bid for item 901-82.30, Pole Foundation 30FT, per each.

**5.2 Secondary Power.** In the southwest quadrant of US160 and Gulf Street, there is a service pole supporting MoDOT's existing Type 1 Power Supply. The actual service pole is clear, but the supporting anchor north of the pole will be in conflict with the new sidewalk. The contractor shall install a 3" diameter conduit (minimum 30" depth) from the existing service pole going south approximately 156ft to the transformer pole. The conduit shall extend up the transformer pole. The City will provide and install the new service wire from the transformer to the existing service pole. The roadway contractor will be responsible for converting the existing meterback from an overhead feed to an underground feed. Payment for the buried conduit will be made at the contract unit price for bid item 902-73.00, Conduit, 3 In., Pushed with Tracer Wire, per linear foot. Payment for relocating and modifying the existing power supply will be made at the contract unit price for bid item 902-99.02, Relocate Power Supply, per each.

**6.0 Spire.** The survey does not indicate impacts to Spire's facilities. ADA projects often involve minor elevation adjustments to existing gas valve covers. If a necessary elevation adjustment is discovered during construction, then the roadway contractor shall contact Spire for that adjustment. The roadway contractor will be responsible for removing any hard surface (concrete/asphalt) around the facility and establishing the final surface grade for Spire's crews. There will be no direct payment for compliance with this specification.

G. Temporary Construction Easements

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

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

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

H. 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 Chapter 6C 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.

I. Detectable Pedestrian Channelizing Barricade

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

**2.0 Basis of Payment.** Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 616-99.02, ADA Compliant Moveable Barricade, per each.

J. Access to Commercial and Private Properties

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

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

**2.0 Construction Requirements.** If there exists more than one entrance to the property, the contractor shall keep a minimum of one entrance to that property completely open at all times unless approved in advance by the property owner and the engineer. If there is only one entrance, the contractor shall only construct one half of the entrance at a time. The minimum compressive strength of the concrete shall be 2500 psi for light traffic (residential) and 3000 psi for commercial traffic before allowing access.

**3.0 Liquidated Damages Specified.** If the entire entrance is not complete and open to traffic within **seven (7) calendar days**, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per day** for each full day that an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

K. Damage to Existing Pavement, Side Roads and Entrances

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

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

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

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

L. Pavement Edge Treatment for Drop Off Conditions – SW

**1.0 Description.** The contractor shall conduct construction operations so that there will be no drop off exceeding 2 inches adjacent to traffic. Treatment of any drop off greater than 2 inches shall be considered incidental to and completely covered by the other items in the contract. There will be no direct payment for Pavement Edge Treatment on this project.

M. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third-party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website ([www.modot.org/quality](http://www.modot.org/quality)).

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

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

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

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

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

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

#### **4.0 Work Planning and Scheduling.**

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

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

N. Contractor Furnished Surveying and Staking – SW

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

**1.0 Description.** The contractor will be responsible for all layout required on the project. Any and all staking required to ensure that improvements installed on this project meet the ADA requirements is the sole responsibility of the contractor. This responsibility will include, but not limited to the following: Construction signs, curb ramp, landing, and sidewalk construction, truncated dome installation, quantity verification, curb construction, pavement marking, pedestrian signal modifications, median strip/island construction and modifications, etc.

**1.1** The above list is not all inclusive. The contractor will have the primary responsibility for these operations. Concerning the traffic control devices, the contractor shall provide the Resident Engineer with a layout plan for approval prior to the installation of signs. The RE will provide assistance for this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

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

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

**2.0 Basis of Payment.** No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

O. Curb Ramps and Sidewalk – SW

**1.0 Description.** Construction of concrete curbs, aprons, curb ramps, transition areas, sidewalk and landings shall be in accordance with applicable portions of Sections 608 & 609 of the Standard Specification and Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

**2.0 Construction Requirements.** This work shall include, but is not limited to, sidewalk construction including landings, joint construction, aggregate base, compaction, apron modifications, transition area, curb ramp construction, Type S Curb or Type A Curb installation (as required), tie bars or dowel bars (as required), clean-up, etc. for each location shown on the plans.

The following requirements shall be applicable to construction of this project:

- Existing curb, curb and gutter, sidewalk, shoulders, etc. that are adjacent to a designated curb ramp and/or sidewalk improvement area that is damaged during construction shall be replaced/repared to match existing materials and condition.
- Variable height curb along the roadside may be constructed monolithic or separate depending on construction operations. Integral curb shall be doweled to the existing gutter or pavement.
- Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.
- The transition area shall be 8" thick and tied to the existing roadway pavement and existing paved approach or sidewalk it is matching.
- Curing compound for all concrete construction shall be a clear or translucent color. The white pigmented option or other colored compound will not be allowed.
- Adjacent grass areas, landscaping, irrigation lines, pavement, etc. disturbed by curb ramp or sidewalk construction shall be repaired or replaced to match or exceed existing conditions. Sod quantities are included for adjacent areas. More or less sod may be required depending on actual field conditions.

**3.0 Method of Measurement.** Curb ramps and concrete sidewalk will be measured to the nearest 1/10 square yard. Measurement of incidental items required to complete all aspects of construction for the above noted items at each new curb ramp and sidewalk location will not be made individually unless specified elsewhere in the contract.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for each of the pay items within the contract.

P. Miscellaneous Construction Requirements

The Contractor shall be required to provide the following project coordination efforts and miscellaneous project requirements for the successful completion of this project:

1. Saw cuts for pavement and sidewalks shall be full depth or a minimum of 6 inches, whichever is less.
2. A set number of ADA compliant barricades is included in the pay items. No direct pay will be made for additional ADA compliant barricades due to the contractor's preferred method of construction or acceleration of work.
3. Some signs will be removed from their existing sign supports and relocated to new sign supports. STOP signs shall remain visible at all times. Therefore, they will need to be temporarily mounted on supports, similar to temporary traffic control sign supports, until they can be moved to their ultimate location. No direct pay will be made to remove signs from their existing sign support, temporarily mount the signs, and move them to the ultimate location. Any signs damaged due to the contractor's construction activities will be replaced in kind at the contractor's expense.
4. A one (1) inch joint filler shall be placed between all new sidewalk and existing immovable improvements to remain in place such as power poles, fire hydrants, building foundations, pull boxes, manholes, etc.
5. Extreme care shall be taken when removing sidewalk adjacent to existing building foundations. This may require additional saw cutting, hand work, time, equipment, materials etc. to not damage building foundations. The engineer shall approve the contractor's proposed method to remove sidewalk adjacent to buildings. All foundations damaged due to the contractor's activities will be completely repaired in kind as approved by the engineer. Payment for compliance with the above requirements will be considered completely included in the items provided for in the contract.

Q. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

R. 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 207-99.03, 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.

S. Positive Drainage

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

**2.0 Construction Requirements.** The contractor shall maintain positive drainage for all properties and shall not create locations of ponding or other drainage concerns to property owners. The contractor shall alert the engineer of any potential concerns during construction that may affect the ability to maintain positive drainage.



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

T. Sodding

**1.0 Description.** The contractor shall install sod on all disturbed areas except for surfaced areas, solid rock, and slopes consisting of primarily broken rock.

**2.0 Construction Requirements.** The contractor shall use sodding as specified for all disturbed areas shown in the plans. Seedbed preparation will be in accordance with Sec 801 and placement shall be accomplished in accordance with Sec 803. The contractor shall place the sodding **within 14 calendar days** of ground disturbance to reduce soil erosion or as approved by engineer. Disturbed area shall be reduced to a maximum of 1 acre at one time.

**2.1** Temporary seeding may be utilized to fulfill maximum land disturbance requirement or at the discretion of the contractor. No direct payment will be made for temporary seeding.

**2.2** Acceptance will be in accordance with Sec 803.4.

**3.0 Basis of Payment.** Payment for sod, including seedbed preparation will be considered completely covered by the contract unit price for Item No. 803-10.00A, "Turf Type Tall Fescue Sodding", per square yard. Disturbed areas outside of authorized construction limits shall be sodded at the contractor's expense at the direction of the Engineer.

U. Audible Pedestrian Pushbuttons

**1.0 Description.** Audible pedestrian pushbuttons will be required for all signalized pedestrian crosswalks at all intersections. Each audible pedestrian signaling system shall include all electronic control equipment, mounting hardware and pushbuttons necessary to provide audible tone and speech indications as well as a vibrating tactile indication for specific pedestrian signal functions. Each audible pedestrian system will also include the hardware and software needed for programming the system operational parameters.

**2.0 Installation, Programming and Functionality.** The contractor shall install the audible pedestrian system following manufacturer's recommendations and Sec 902, and program each component for operation to provide the following functionality. Prior to activating each audible pedestrian system, the contractor shall submit a listing of the values programmed for all variable system parameters to the engineer for review and approval. Use also Section 4K.01 – 4K.05 of the MUTCD (11<sup>TH</sup> Edition) for additional guidance of initial values for each programmable parameter.

**2.1 Audible Locator Tone.** The Locator tone tells the pedestrian that the intersection is equipped with an APS and where it is. The locator tone shall operate during the DON'T WALK and flashing DON'T WALK intervals only and shall be deactivated when the pedestrian signal is not operative. Push button locator tones shall be intensity responsive to ambient sound and be audible 6 to 12 feet from the pushbutton, or the building line, whichever is less.

**2.2 Verbal Wait Message.** This acknowledgement message confirms for the pedestrian that their button press has placed a call. Each actuation shall be accompanied by the speech message "wait."

**2.3 Walk Message.** Where two accessible pedestrian signals are separated by a distance of at least 10 feet, the audible walk indication shall be a percussive tone. Where two accessible pedestrian signals on one corner are not separated by a distance of at least 10 feet, the audible walk indication shall be a speech walk message.

**2.3.1 Audible Tone.** Walk indications shall repeat at eight to ten ticks per second. Audible tones used as walk indications shall consist of multiple frequencies with a dominant component at 880 Hz.

**2.3.2 Verbal Walk.** Message provides a clear message that the walk interval is in effect, as well as to which crossing it applies. The message shall be audible from the entrance of the associated crosswalk. Walk messages that are used at intersections having pedestrian phasing that is concurrent with vehicular phasing shall be patterned after the model: "Broadway. Walk sign is on to cross Broadway." Walk messages that are used at intersections having exclusive pedestrian phasing shall be patterned after the model: "Walk sign is on for all crossings."

**2.4 Vibrotactile Message.** Vibrotactile indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval only. The arrow shall be located on the pushbutton, have high visual contrast and shall be aligned parallel to the direction of travel on the associated crosswalk.

**2.5 Volume.** Automatic volume adjustment in response to ambient traffic sound level will be provided up to a maximum volume of 100 dB. The units shall be responsive to ambient noise level changes up to no more than 5 dB louder than ambient sound. Tone or voice volume measured at 36 inches from the unit shall be 2 dB minimum and 5 dB maximum above ambient noise level. At installation, signal system is to be adjusted to be audible at no more than 5 to 12 feet from the system.

**3.0 Equipment requirements.** The audible pedestrian system and its components, in form and functionality, shall meet or exceed the requirements of the following documents and standards:

- MUTCD (11<sup>th</sup> Edition), Section 4K.01 – 4K.05
- NEMA 250 – 4X
- NEMA TS1, TS2, TS4, Type 170, Type 2070

**4.0 Documentation and Support.** Two copies of the operation and maintenance manuals for each installed system shall be included.

**5.0 Construction Requirements.** Construction requirements shall conform to Sec 902, 1061, and 1092.

**6.0 Method of Measurement.** Method of measurement shall conform to Sec 902.

**7.0 Payment.** Payment for the audible signals will be for each unit per bid item, 902.49-21, "Accessible Pedestrian Signal", per each. This will include all wiring, power adaptors, and installation hardware needed.

V. 2070 Signal Controller and Cabinet

**1.0 Description.** This work shall consist of providing and installing a new 2070 controller with cabinet at the intersections of Route 160 and Gulf Street.

**2.0 Material Requirements.** The new controllers installed with this project shall consist of ATC eX 2070 controllers with OMNI-eX software as manufactured by McCain, Inc. placed inside a 332 cabinet.

**3.0 Communications.** The contractor shall be responsible for providing and installing all necessary items to make the new signal controllers operational. This includes but is not limited to the 2070 controller, the OMNI-eX software, and the 332 cabinet. The engineer will provide the existing cycle lengths, but the contractor shall ultimately be responsible for programming the timings into the new controllers.

**4.0 Method of Measurement.** Method of measurement will be made per each controller installed by the contractor and acceptable by the engineer.

**5.0 Basis of Payment.** Accepted signal controllers will be paid for at the contract unit price for item 902.99-02, "Misc. {2070 Signal Controller and Cabinet}", per each.

W. Relocate Power Supply

**1.0 Description.** This work shall consist of relocating the existing power supply at the intersection of Route 160 and Gulf as shown in the plans.

**1.1** Relocation of the existing power supply may require new mounting hardware if damaged during removal. The relocation shall conform to current Missouri Standard Specifications for Highway Construction.

**2.0 Method of Measurement.** Measurement of the relocation of the existing power supply shall be made per each.

**2.1** Power supplies damaged by construction activity shall be replaced by the contractor at the contractor's expense.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by item 902.99-02, "Misc. {Relocate Power Supply}", per each.

X. Push Button Extension

**1.0 Description.** This work includes adding ¾-inch galvanized pipe extensions to pedestrian pushbuttons, so they meet offset and height requirements per ADA specifications.

**1.1** The contractor is advised that various push buttons will require extensions from the pedestrian signal pole or vehicular signal post, so the button is located meeting the requirement of ADA specifications. Extensions shall not exceed 18-inches.

**2.0 Method of Measurement.** Measurement of the pedestrian push button extensions shall be made per each.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by item 902.99-02, "Misc. {Push Button Extension}", per each.

Y. Loop Detectors

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

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

**3.0 Basis of Payment.** Loop Detectors will be paid for at the contract unit price for Pay Item No. 902.85-00, "Cable, Loop Detector, In Duct", per linear foot. No direct payment will be made for incidental items necessary to complete the work.

Z. ADA Material Testing Frequency Modifications JSP23-01

**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.

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. Cooperation Between Contractors**

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

## **2.0 Construction Requirements.**

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

**2.2** Full cooperation of the contractors involved with this improvement in careful and complete coordination of their respective activities in the area will be required. Each contractor involved shall schedule and conduct work so as to avoid unnecessary inconvenience and/or delay to another, and a manner as not to damage work being performed or completed by another. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

## **3.0 Route 160 and Gulf Street Intersection Requirements.**

**3.1** The contractor shall be aware that another contract (designated job number JSR0163) will be administered within the limits of this contract. Job number JSR0163 is a resurfacing project that will overlay Route 160 within the city of Lamar. Resurfacing work on Route 160 in the city of Lamar will involve pavement overlay and striping work through the intersection of Route 160 and Gulf Street. The resurfacing project was awarded to Blevins Asphalt Construction Company on December 4, 2024. The scheduled completion date for the project is November 1, 2025.

**3.2** The contractor shall coordinate with the JSR0163 contractor to facilitate the construction of the sidewalks, curb ramps and crosswalks. The contractor shall be advised that resurfacing will be constructed within the area of the ADA work, and shall coordinate with the resurfacing contractor to construct the curb ramps so that compliant tie-ins to the new pavement can be made.

**3.3** Midblock pavement markings will be installed at the intersection as part of the ADA contract, however all other pavement marking at the intersection will be the asphalt resurfacing contractor's responsibility. The contractor shall coordinate with the asphalt resurfacing contractor to ensure that stop bars, lane lines, and other pavement marking at the intersection match up to the new crosswalk configuration that will be installed. Field adjustments to the pavement marking at the intersection will be required at the direction of the engineer

**4.0 Method of Measurement.** No measurement will be made.

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

## **CC. Removal and Replacement of Traffic Signs**

**1.0 Description.** Existing traffic signs that have to be removed prior to proposed traffic signs being installed and that are determined essential to the safe and orderly flow of traffic by the Engineer shall be temporarily re-erected immediately by the Contractor at temporary locations in a manner approved by the Engineer. The existing signs shall remain temporarily erected until the

final permanent signing has been installed. The Contractor shall maintain the existing signs in a straight and neat condition for the duration of the temporary mounting.

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

DD. 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](http://MoDOT.org);
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

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

**106.9 Buy America Requirements.**

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

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

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

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

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

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

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

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

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

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

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

processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

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

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

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

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

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

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

Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15.0 Bidder's List Quote Summary.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally

assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

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

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

EE. MoDOT's Construction Workforce Program NJSP-15-17B

**1.0 Description.**

**1.1** Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

**1.2** The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

**1.3** The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

**1.4** This provision does not require pre-qualification nor is it a condition of award.

**1.5** The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

**1.6** The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

**1.7** Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

**1.8** It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

**1.9** If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not apply.

**1.10 Contractor's Workforce Plan.** The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

**1.11** The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

**1.12** If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, [40 U.S.C. §§ 3141-3148](#), in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

**1.13** The Contractor's workforce plan may include existing construction support and professional services staff.

**2.0 Forms and Documentation.** The bidder must submit the following documents if awarded the contract:

**Cumulative Workforce Utilization Reports.** This report is contract specific. One report shall be submitted to the Engineer by the 15<sup>th</sup> of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan.



The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

### **3.0 Methods for Securing Workforce Participation and Good Faith Efforts.**

**3.1** By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

**3.2** The Engineer, through consultation with MoDOT's Business Development and Compliance (BDC's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

**3.3** In evaluating good-faith efforts, the BDC's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

**3.4** MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

**3.5** If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's BDC Division, the conditions as outlined and made available through this provision.

**4.0 Compliance Determination. (Required with project closeout)** All documentation and on-site information will be reviewed by MoDOT's BDC Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

**5.0 Liquidated Damages.** If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

**6.0 Administrative Reconsideration.** The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's BDC's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

**7.0 Available Pre-Apprentice Training Programs.** The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

**8.0 Independent Third-Party Compliance Monitor (Monitor).** MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

**9.0 Regional Diversity Council (Council).** (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

## **10.0 Federal Workforce Goals.**

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

**TABLE 1:**

<b>County</b>	<b>Goal (Percent)</b>	<b>County</b>	<b>Goal (Percent)</b>
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5

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Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3

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Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

**FF. Protection of the MNA Railroad Interests**

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

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

GG. Modified Type S Concrete Curb (over 12")

**1.0 Description.** This work includes furnishing and constructing a modified "Type S" concrete curb, as shown in the plans.

**2.0 Construction Requirements.** The dimensions of the modified curb shall be in accordance with the plans and as approved by the engineer.

**2.1** Modified Type S Curb shall be constructed per section 609 of the standard specifications for concrete curb. Reinforcing steel bars shall be in accordance with Sec 703.

**3.0 Method of Measurement:** No field measurement of the modified curb will be made, except in the instance of significant revisions to the design as approved by the Engineer. The contract quantity will be used for payment and will be measured along the top of the curb at the curb face.

**4.0 Basis of Payment:** All costs associated with this work shall be considered completely covered by Item No. 609-99.03 "Modified Type S Curb (12 in. – 30 in.)", per linear foot. No direct payment shall be made for reinforcing steel.

HH. Right-of-Way Clearance – Delayed Possession

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

- Parcel 002 – Joe and Katherine Pace
- Parcel 004 – Lamar Christian Church
- Parcel 008 – New Seasons Commercial LLC
- Parcel 009 – Danny and Kathryn Howards
- Parcel 011 – David and Patricia Gordons
- Parcel 013 – Amanda Swope

**1.1** The contractor shall inform itself of the location of these parcels. No encroachment, storage of equipment and materials, or construction on these parcels shall be permitted until notification by the engineer is given that these parcels have been acquired.

**1.2** The contractor shall schedule its work utilizing the available right of way until these parcels are cleared for construction, which is estimated to be May 15, 2025. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the six Parcels will be clear for construction. No encroachment, storage of equipment and materials, or construction on these parcels shall be permitted until the contractor is notified by the engineer that these parcels have been acquired.

**1.3** The contractor shall have no claim for damage for delay, disruption, interference or otherwise as a result of the unavailability of **Parcels listed above in Item 1.0**. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these parcels as approved by the engineer.

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II. Special Property Owner Requirements – Parcel 003

**1.0 Description.** The contractor shall remove the green metal sign and electrical box in the southwest corner of Route 160 and Walnut Street. All removed items shall become the property of the contractor.

**2.0 Basis of Payment.** Separate payment will not be made. All costs associated with removal and disposal of the existing sign and electrical box shall be included in the unit bid price for Item No. 207-99-03, Linear Grading for ADA Facilities, per linear foot.