


**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

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

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Job No.: JKU0404  
Route: 350  
County: Jackson

|   |   |
|---|---|
|                       | <b>MISSOURI HIGHWAYS AND<br/>TRANSPORTATION COMMISSION</b><br>105 W. CAPITOL AVE.<br>JEFFERSON CITY, MO 65102<br>Phone 1-888-275-6636             |
|   | <b>Olsson Inc.</b><br>1301 Burlington Street<br>North Kansas City, MO 64116<br>Certificate of Authority: 001592<br>Consultant Phone: 816.361.1177 |
|   | If a seal is present on this sheet, JSP's<br>have been electronically sealed and<br>dated.  |
|   | JOB NUMBER: JKU0404<br>JACKSON COUNTY, MO<br>DATE PREPARED: May 15, 2025  |
|   | ADDENDUM DATE:  |
| Only the following items of the Job Special Provisions (Roadway) are<br>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 JSP- 13-01D

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

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

Job No.: JKU0404  
Route: 350  
County: Jackson

Notice to Proceed: August 11, 2025  
Contract Completion Date: October 5, 2026

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

| Project | Calendar Days | Daily Road User Cost |
|---------|---------------|----------------------|
| JKU0404 | 381           | \$7,600              |

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

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

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

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

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

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

**2.0 Traffic Management Schedule.**

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

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

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

#### **2.5.1 Traffic Safety.**

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

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

**2.7 Traffic Management Center (TMC) Coordination.** The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (KC Scout TMC at #816-

347-2250 or Gateway Guide TMC at #314-275-1513) within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

### 3.0 Work Hour Restrictions.

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

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

**3.1.2** Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, the contractor's working hours will be restricted for the Special Events as shown below. All lanes shall be scheduled to be open to traffic during these Special Events.

**World Cup.** All lanes and shoulders shall be scheduled to be open to traffic from 12:00 noon Tuesday June 9<sup>th</sup>, 2026 to 7:00 p.m. Tuesday, July 16<sup>th</sup>, 2026 for the World Cup. All construction equipment and traffic control related items, including signs, shall be removed from MoDOT right of way during this time period as directed by the Engineer.

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

**3.3** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane

closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

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

**4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

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

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

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

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

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

|                                       |  |  |
|---------------------------------------|--|--|
| Missouri Highway Patrol: 816-622-0800 |  |  |
| Jackson County Sheriff: 816-524-4302  |  |  |
| City of Kansas City                   |  |  |
| Fire: 816-513-4000                    |  |  |
| Police: 816-234-5111                  |  |  |

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

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

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

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

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

Heather Barrows, P.E.  
Kansas City District  
600 NE Colbern Road  
Lee's Summit, MO 63017

Telephone Number: 816-607-2209  
Email: [Heather.Barrows@modot.mo.gov](mailto:Heather.Barrows@modot.mo.gov)

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

F. Supplemental Revisions JSP-18-01FF

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

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology



as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- **Stormwater Compliance Requirements**

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

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

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

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

**2.1 Duties of the WPCM:**

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

- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

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

**106.9 Buy America Requirements.**

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

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

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

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

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

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

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

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

and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

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

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

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

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

listed that are incorporated into the project.

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

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

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

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

Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

**1.0 Description.** High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain

as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

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

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

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

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

**3.3** Results, no more than five years old, from the third-party test facility shall compare within  $\pm 2.0$  percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79,

MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

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

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

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

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

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

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

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

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

G. Utilities JSP-93-26F

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

| <u>Utility Name</u>  | <u>Known<br/>Required<br/>Adjustment</u> | <u>Type</u>    |
|--|--|----------------|
| AT&T – Distribution<br>Shane Jarman<br>2121 E 63 <sup>rd</sup> Street<br>Kansas City, MO 64130<br>Phone: (816) 944-9428<br>Email: <a href="mailto:sj3085@att.com">sj3085@att.com</a>                   | Yes<br>Section 2.1                       | Power          |
| AT&T – Transmission<br>Lenny Vohs<br>507 East Main Street<br>Union, MO 63084<br>Phone: (816) 275-4014<br>Email: <a href="mailto:lv2121@att.com">lv2121@att.com</a>                                     | None                                     | Communications |
| Everfast<br>Tim LaForce<br>Phone: (913) 322-9953<br>Email: <a href="mailto:tim.laforce@consolidated.com">tim.laforce@consolidated.com</a>  | None                                     | Communications |
| Evergy<br>Mark Pearson<br>Phone: (816) 347-4335<br>Email: <a href="mailto:mark.pearson@evergy.com">mark.pearson@evergy.com</a>   | Yes<br>Section 2.2                       | Electric       |
| Google Fiber<br>Lauren Marcucci<br>908 Broadway Blvd. 6 <sup>th</sup> Floor<br>Kansas City, MO 64105<br>Phone: (888) 289-9994<br>Email: <a href="mailto:lmarcucci@google.com">lmarcucci@google.com</a> | Yes<br>Section 2.3                       | Communications |
| Lumen<br>Rich Redel<br>Phone: (816) 518-2804<br>Email: <a href="mailto:richard.redel@lumen.com">richard.redel@lumen.com</a>  | Yes<br>Section 2.4                       | Communications |



|   |                    |                 |
|---|--------------------|-----------------|
| KCMO PW Street Lighting<br>Victor Pecina<br>Phone: (816) 513-9868<br>Email: <a href="mailto:victor.pecina@kcmo.org">victor.pecina@kcmo.org</a>  | Yes<br>Section 2.5 | Street Lighting |
| KC Water Services – Sanitary<br>Karine Papikian<br>Phone: (816) 513-0300<br>Email: <a href="mailto:karine.papikian@kcmo.org">karine.papikian@kcmo.org</a>   | None               | Sanitary        |
| KC Water Services – Water<br>Travis Kiefer<br>Phone: (816) 513-2139<br>Email: <a href="mailto:travis.kiefer@kcmo.org">travis.kiefer@kcmo.org</a>  | Yes<br>Section 2.6 | Water           |
| Spectrum<br>Chris Avrett<br>8221 W 119 <sup>th</sup> Street<br>Overland Park, KS 66213<br>Phone: (816) 400-2203<br>Email: <a href="mailto:christine.avrett@charter.com">christine.avrett@charter.com</a>      | None               | Communications  |
| Spire Energy<br>Chris Collins<br>7500 E 35 <sup>th</sup> Terrace<br>Kansas City, MO 64129<br>Phone: (816) 509-4400<br>Email: <a href="mailto:chris.collins@spireenergy.com">chris.collins@spireenergy.com</a> | None               | Gas             |
| Unite Private Networks<br>Brandon Myer<br>Phone: (816) 206-4257<br>Email: <a href="mailto:brandon.myer@upnfiber.com">brandon.myer@upnfiber.com</a>  | None               | Communications  |
| Verizon<br>Joe Bullimore<br>Phone: (913) 609-1024<br>Email: <a href="mailto:joseph.bullimore@verizon.com">joseph.bullimore@verizon.com</a>  | Yes<br>Section 2.7 | Communications  |

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

## **2.0 Project Specific Provisions:**

**2.1** AT&T has existing underground communication facilities generally located parallel to Highway 350 along the north side of the roadway throughout the project limits and along the west side of Noland Road up to Station 306+72. AT&T has completed relocations of their facilities from approximately Station 101+15 LT to Station 113+75 LT to move their lines within one-foot of the right-of-way line, except from Station 106+50, LT to Station 108+80 LT where the line was relocated under the existing westbound travel lanes. Additionally, AT&T has relocated their line laterally crossing Highway 350 at approximate Station 109+87 to the existing pedestal along Noland Road at Station 306+72 RT.

**2.2** Evergy has existing overhead facilities generally located along the north side of Highway 350 from the westerly project limits to Station 104+15, along the south side of Highway 350 from Station 104+15 to the easterly project limits, and along the west side of Noland Road throughout the project limits. Evergy plans to relocate the following poles:

- Relocate the existing pole near Station 101+15 LT approximately 3 feet north.
- Relocate the existing pole near Station 102+50 LT approximately 8 feet north.
- Relocate the existing pole near Station 103+71 LT approximately 9 feet north.
- Relocate the existing pole near Station 105+08 RT approximately 10 feet north.
- Relocate the existing pole near Station 107+38 RT approximately 39 feet south.
- Relocate the existing pole near Station 108+67 RT approximately 42 feet south.
- Remove the existing pole near Station 109+81 LT.
- Relocate the existing pole near Station 109+94 RT approximately 43 feet south.
- Place a new pole in the grass median near Station 111+00 RT.

Evergy plans to deenergize their line from Station 107+38 RT to Station 109+94 RT for the construction of the Rock Island Trail bridge.

Evergy plans to have the relocations completed prior to the contractor notice to proceed except for the pole at Station 107+38 RT. Evergy plans to install this pole once grading has been completed. Contractor shall notify Evergy a minimum of two weeks in advance to the completion of grading to coordinate a relocation schedule.

**2.3** Google Fiber has existing underground communication facilities generally located along the east side of Noland Road throughout the project limits and along the south side of Highway 350. Google Fiber plans to relocate their lines to the new right-of-way line along the east side of Noland Road. Google Fiber plans to have the relocations completed prior to the contractor notice to proceed.

**2.4** Lumen has existing underground communication facilities along the west side of the Rock Island Trail throughout the project limits and cross Highway 350 attached to the existing railroad bridge. Lumen has completed the conduit relocation by boring under Highway 350 west of the Rock Island Trail and plan to cut over the new fiber prior to the contractor notice to proceed.

**2.5** KCMO Street Lighting has existing street light poles generally located along the east side of Noland Road from the southerly project limits up to Highway 350. The street light poles will be relocated as part of the roadway improvements.

**2.6** KC Water Services has an existing water line that was relocated along Highway 350 generally located along the south side of Highway 350 from Station 100+41 RT to Station 105+23 RT,

located under the Highway 350 eastbound travel lanes from Station 105+23 RT to Station 109+41 RT to a tee, and then laterally crossing Highway 350 at a tee to run along the north side of Highway 350 from Station 109+41 LT to Station 117+22 LT and along the west side of Noland Road throughout the project limits as depicted on the roadway improvements plans. There are conflicts with one air release valve, two hydrants, and eight water valves that will require adjustments to finished grade as part of the roadway improvements.

**2.7** Verizon has existing underground communication facilities along the west side of the Rock Island Trail throughout the project limits and cross Highway 350 attached to the existing railroad bridge. Verizon has completed the conduit relocation by boring under Highway 350 west of the Rock Island Trail and plan to cut over the new fiber prior to the contractor notice to proceed.

#### H. Coordination with Other Entities

**1.0 Description.** The contractor shall coordinate traffic control, staging and any other items as determined by the engineer with other entities. The contractor will be required to attend coordination meetings and provide information regarding the project as directed by the engineer to the affected entities.

City of Kansas City. – Must be invited to pre-construction conference and notified 2 weeks in advance of work on City streets and 1 week in advance of changes in traffic patterns on City streets.

Contact:

Kim Pemberton, Project Contact  
City of Kansas City  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

Telephone Number: 816-513-2741

Email: [kim.pemberton@kcmo.org](mailto:kim.pemberton@kcmo.org)

Jackson County. – Must be invited to pre-construction conference and notified 2 weeks in advance of work on the Rock Island Trail and 1 week in advance of changes in traffic patterns on the Rock Island Trail.

Contact:

Brian Nowotny, Project Contact  
Jackson County Parks + Rec  
22807 SW Woods Chapel Road  
Blue Springs, MO 64015

Telephone Number: 816-503-4805

Email: [bpnowotny@jacksongov.org](mailto:bpnowotny@jacksongov.org)

**2.0 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 provision.

I. Notice to Bidders of Third Party Concurrence in Award JSP-98-19

**1.0 Description.** Bidders are advised that Commission is party to a contract with City of Kansas City, Missouri which provides that City of Kansas City, Missouri shall provide substantial funds for construction of Job No. JKU0404 by reason of which City of Kansas City, Missouri has the right to concur or not concur in Commission's award of a contract for this job.

**2.0** Bidders acknowledge that their bids are made with knowledge of and subject to the condition of City of Kansas City, Missouri concurrence in and prior authorization of any award of a contract for this job by Commission.

**3.0** Bidders agree that they shall be estopped, both in law and equity, to assert any right to award of a contract for this job by Commission should City of Kansas City, Missouri not concur in that award for any reason.

J. Curb and Gutter Type CG-1 (APWA)

**1.0 Description.** This work shall consist of constructing the KCMO Type CG-1 Curb and Gutter as shown on the plans and shall meet all requirements of Section 609.20.

**2.0 Basis of Payment.** Section 609.20.5 is supplemented by the following:

**2.1** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the contract unit price for Item No. 609-99.03, "Curb and Gutter Type CG-1 (APWA)", per linear feet.

K. Permanent Aggregate Edge Treatment NJSP-15-40B

**1.0 Description.** This work shall consist of furnishing and installing a permanent aggregate edge treatment along the edge of shoulder or pavement as shown on the plans or as directed by the engineer.

**2.0 Construction Requirements.** Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

**2.1** Bituminous fog seal shall be applied to sections of the edge treatment shown in the plans or designated by the engineer. Bituminous fog seal will be paid for separately.

**3.0 Material Requirements.** Material used for the aggregate edge treatment shall be Type 1, 5, or 7 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer. Bituminous cold millings meeting the gradation for Type 1, 5 or 7 Aggregate may be used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

**4.0 Measurement by Weight.** Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

**5.0 Basis of Payment.** The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment and material to complete the described work. No fuel adjustment will be made for Permanent Aggregate Edge Treatment.

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

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

**2.0 Disassembly and Delivery.**

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

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

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

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

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

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

M. Reinforced Concrete Box Culvert

**1.0 Description.** This work shall consist of installing 8 ft. X 8 ft. Reinforced Concrete Box Culvert as shown on the plans and shall meet all requirements of Section 703, 731, and 733 or as directed by the Engineer.

**2.0 Material and Construction Requirements.** The Reinforced Concrete Box Culvert shall be constructed in accordance with Section 703.2 and 703.3 if cast-in-place. The Reinforced Concrete Box Culvert shall be constructed in accordance with Section 733.2 and 733.3 if RCB is precast. All materials and construction methods including, but not limited to, concrete, reinforcing, shoring, grading, backfill, compaction, sealing, headwalls, and wingwalls shall be considered as part of this pay item.

**3.0 Method of Measurement.** 8 ft. X 8 ft. Reinforced Concrete Box Culvert shall be measured to the nearest 1.0 linear foot, including the wing walls. All aspects of the Reinforced Concrete Box Culvert are included in this measurement.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of their compliance with this provision shall be considered as included in and completely covered by the unit price for Item No. 703-99.03 "8 ft. X 8 ft. Concrete Box Culvert", per linear foot. All materials and construction methods including, but not limited to, concrete, reinforcing, shoring, grading, backfill, compaction, sealing, headwalls, wing walls, toe walls, and apron shall be considered as part of this pay item.

| Item No.  | Unit | Description                   |
|-----------|------|-------------------------------|
| 733-99.03 | LF   | Single Cell 8 ft. x 8 ft. RCB |

N. Tree Clearing Restriction JSP-07-05C

**1.0 Description.** The project is within the known range of the federally endangered Indiana bat, northern long-eared bat, and proposed endangered tricolored bat. These bats are known to roost in trees with suitable habitat characteristics during summer months.

**1.1** MoDOT has determined that suitable trees for one or more of these bat species exist within the project area.

**1.2** To avoid negative impacts to these bat species, removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.

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

O. Winter Months Requirements JSP-15-07A

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

**2.0 Work to be Completed.** When the contractor ceases operations for the winter months, any paving operation performed by the contractor shall not result in a lane height differential between adjacent lanes.

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

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

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

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

**1.0 Damage Description.** This work shall consist of repairing any damage to existing pavement, curb ramps, side roads, and entrances caused by contractor operations. This shall include but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

**2.0 Damage Construction Requirements.** Any cracking, gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense.

**3.0 Method of Measurement.** No measurement of damaged pavement, or damaged side roads or entrances as described above shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, side roads, or entrances damaged by the contractor operations.

Q. Guardrail Grading Requirements JSP-17-02B

**1.0 Description.** Guardrail installation and grading shall be in accordance with Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, and as described herein.

**2.0 Construction Requirements.** When guardrail and/or end treatment removal and replacement requires grading of the shoulder and/or slopes, Section 606.3.1(b), (c), and 606.3.1.1 of the Missouri Standard Specifications shall be waived and the following shall apply:

- a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven day counting period shall start when the first piece of safety hardware is removed.
- b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.
- c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.
- d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device

shall be provided, installed and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.

e) Areas where guardrail and/or end treatments have been removed, but not yet replaced, shall be delineated in accordance with plans or as directed by the Engineer.

**3.0 Non-Compliance.** Non-compliance with this provision shall result in the immediate suspension of work in accordance with Sec 105.1.2. No work, including but not limited to additional guardrail removal and grading, shall be allowed to proceed except for work necessary to restore guardrail installation.

**4.0 Basis of Payment.** No direct payment will be made for compliance with this provision. Guardrail items, grading, and temporary traffic control devices will be paid for as provided in the contract.

R. MoDOT Retained Guardrail JSP-18-06

**1.0 Description.** Some or all guardrail removed from this project shall become the property of MoDOT and shall be transported to the following location:

MoDOT Maintenance Lot  
9101 East 40<sup>th</sup> Terrace  
Kansas City, MO 64133  
Phone: 816-317-5201

**2.0** The contractor shall call the number listed above 48 hours prior to delivery of the guardrail. The contractor shall exercise reasonable care in the handling of the guardrail during removal and transportation.

**3.0** The Engineer, or their designee, shall determine which pieces of guardrail will become the property of MoDOT. Any remaining guardrail items shall become the property of the Contractor and shall be disposed of in accordance with Sec 202.

**3.0 Basis of Payment.** All costs incurred for complying with this provision shall be considered completely covered by the contract unit price for Item No. 202-20.10, Removal of Improvements, per lump sum.

S. 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.

T. Liquidated Damages Specified JSP-93-28

**1.0 Description.** The Rock Island Trail closure shall be from December 1 to March 1. If the proposed Bridge A9497 for the Rock Island Trail is not complete and open to pedestrian traffic prior to March 1, 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, pedestrian traffic and pedestrian 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 \$3,300 per day for each full day that the proposed Bridge A9497 for the Rock Island Trail is not complete and open to pedestrian traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time. The assessed damages are \$1,800 for road/trail user cost and \$1,500 for administrative cost.

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

U. 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.

V. Type 5 Aggregate for Base (12 In. Thick)

**1.0 Description.** This work shall consist of furnishing and installing Type 5 Aggregate for Base as shown on the plans and shall meet all requirements of Section 304.

**2.0 Basis of Payment.** The accepted quantities of Type 5 Aggregate for Base will be paid for at the contract unit price for item:

| Item No.  | Unit        | Description                              |
|-----------|-------------|--|
| 304-99.05 | Square Yard | Type 5 Aggregate for Base (12 In. Thick) |

Such payment will be full compensation for all labor, equipment, and material to complete the described work. No fuel adjustment will be made.

W. Crushed Limestone (8 In. Thick)

**1.0 Description.** This work shall consist of furnishing and installing Crushed Limestone as shown on the plans and shall meet all requirements of Section 310.

**2.0 Material Requirements.** Furnish crushed limestone conforming to the quality and gradation requirements hereinafter set forth. Gradation analysis shall be performed by a certified laboratory using AASHTO method T-27.

The furnished limestone screenings shall conform to the following gradation requirements:

| <u>Sieve Size</u> | <u>% by Weight Passing</u> |
|-------------------|----------------------------|
| 3/8 inch          | 100                        |
| No. 4             | 80-95                      |
| No. 40            | 65-85                      |
| No. 100           | 25-40                      |
| No. 200           | 8-25                       |

**3.0 Basis of Payment.** The accepted quantities of Crushed Limestone will be paid for at the contract unit price for item:

| Item No.  | Unit        | Description                     |
|-----------|-------------|---------------------------------|
| 310-99.05 | Square Yard | Crushed Limestone (8 In. Thick) |

Such payment will be full compensation for all labor, equipment, and material to complete the described work. No fuel adjustment will be made.

X. Adjusting Water Facilities to Grade

**1.0 Description.** This work shall consist of adjusting to grade the water valves, hydrants, and air release valves that are within the new pavements and project grading limits that are to be constructed or replaced.

**2.0 Construction Requirements.** Adjustments of water facilities and any related excavation and backfill shall be constructed as approved by the Engineer. Installation requirements shall be completed in accordance with the requirements stated in the Technical Specifications for KC Water. Adjustments shall be completed to ensure all facilities match finished grade elevations for pavement surfaces and grading. Work shall be in accordance with Sec 603.

**3.0 Basis of Payment.** Payment for all labor, equipment, and material cost necessary for adjusting the height of existing valves, rings, pull boxes and meter lids to be flush with the surface of the proposed pavement grade or proposed turf grade shall be considered completely covered by the contract unit prices for:

| Item No.  | Unit | Description                 |
|-----------|------|-----------------------------|
| 603-99.02 | Each | Adjusting Water Valve       |
| 603-99.02 | Each | Adjusting Hydrant           |
| 603-99.02 | Each | Adjusting Air Release Valve |

**3.1** No direct payment will be made for any required cutting or joining of material, hauling off or furnishing materials, or any other requirements necessary to fulfill this provision.

Y. Elliptical Reinforced Concrete Pipes

**1.0 Description.** This work shall consist of installing elliptical pipes of the size specified on the plans. Elliptical pipes shall be in accordance to Sections 724 and 726 or as directed by the Engineer.

**2.0 Material and Construction Requirements.** Elliptical pipes shall be constructed in accordance with Sections 724.2 and 726.3.

**3.0 Method of Measurement.** Elliptical pipe shall be measured to the nearest 1.0 linear foot.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of their compliance with this provision shall be considered as included in and completely covered by the unit price for Item No. 703-99.03 "23 In. X 14 In. Class IV Elliptical Reinforced Concrete Pipe", per linear foot.

| Item No.  | Unit        | Description  |
|-----------|-------------|--|
| 726-99.03 | Linear Foot | 23 In. X 14 In. Class IV Reinforced Concrete Elliptical Pipe |

Z. Elliptical Reinforced Precast Flared End Sections

**1.0 Description.** This work shall consist of installing elliptical concrete flared end sections of the size specified on the plans. Elliptical concrete flared end sections shall be in accordance to Section 732 or as directed by the Engineer.

**2.0 Material and Construction Requirements.** Elliptical concrete flared end sections shall be constructed in accordance with Section 732.3.

**3.0 Method of Measurement.** Elliptical concrete flared end sections shall be measured per each.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of their compliance with this provision shall be considered as included in and completely covered by the unit price for Item No. 732-99.02 "23 In. X 14 In. Class IV Elliptical Reinforced Precast Flared End Section", per each.

| Item No.  | Unit | Description   |
|-----------|------|---|
| 732-99.02 | Each | 23 In. X 14 In. Class IV Elliptical Reinforced Precast Flared End Section |

AA. KCMO Curb Inlet Type 2

**1.0 Description.** This work shall consist of constructing KCMO Type I Curb Inlets as shown on the plans and shall meet all requirements of Section 604 for cast-in-place construction and Section 731 for precast construction.

**1.1** The contractor shall provide shop drawings for all precast components to be approved by the engineer before they are ordered. Shop drawings shall be signed and sealed by a professional engineer registered in the State of Missouri.

**2.0 Method of Measurement.** KCMO Curb Inlets Type 2 shall be measured per each.

**3.0 Basis of Payment.** Accepted construction of the KCMO Type I Curb Inlets will be paid for at the contract unit price bid for item:

| Item No.  | Unit | Description                            |
|-----------|------|--|
| 731-99.02 | Each | KCMO Curb Inlet Type 2 (8 Ft. X 3 Ft.) |

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

BB. Junction Box (Special 14' X 12')

**1.0 Description.** This work shall consist of constructing Junction Boxes as shown on the plans and shall meet all requirements of Section 604 for cast-in-place construction and Section 731 for precast construction.

**1.1** The contractor shall provide shop drawings for all precast components to be approved by the engineer before they are ordered. Shop drawings shall be signed and sealed by a professional engineer registered in the State of Missouri.

**2.0 Method of Measurement.** Junction Boxes shall be measured per each.

**3.0 Basis of Payment.** Accepted construction of the Junction Boxes will be paid for at the contract unit price bid for item:

| Item No.  | Unit | Description                            |
|-----------|------|--|
| 731-99.02 | Each | Junction Box (Special 14 Ft. X 12 Ft.) |

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

CC. Area Inlets

**1.0 Description.** This work shall consist of constructing Area Inlets as shown on the plans and shall meet all requirements of Section 604 for cast-in-place construction and Section 731 for precast construction.

**1.1** The contractor shall provide shop drawings for all precast components to be approved by the engineer before they are ordered. Shop drawings shall be signed and sealed by a professional engineer registered in the State of Missouri.

**2.0 Method of Measurement.** Area Inlets shall be measured per each.

**3.0 Basis of Payment.** Accepted construction of the Area Inlets will be paid for at the contract unit price bid for item:

| Item No.  | Unit | Description                             |
|-----------|------|---|
| 731-99.02 | Each | Area Inlet Area (Special 4 Ft. X 4 Ft.) |

Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

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

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

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

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

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

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

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

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

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

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

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant

items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

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

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

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

EE. Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A

**1.0 Description.** All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

MoDOT Maintenance Lot  
9101 East 40<sup>th</sup> Terrace  
Kansas City, MO 64133  
Phone: 816-317-5201

**2.0 Signal Equipment.** All equipment other than network communication devices noted in 3.0 are to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

**3.0 Network Communication Devices.** Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the address listed below. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling phone number listed below and providing details for the delivery.

Scout TMC  
600 NE Colbern Rd.  
Lee's Summit, MO 64086  
Phone: 816-607-2000

**4.0** The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any



other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

**5.0 Basis of Payment.** Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

FF. Remove and Reset Existing Operation Green Light Equipment

**1.0 Description.**

The work under this Contract consists of required removal, testing, installation, and/or reinstallation of all Intelligent Transportation System (ITS) equipment and materials necessary for the Mid-America Regional Council (MARC) Operation Green Light (OGL) system to maintain operation as long as possible during the proposed construction period and reestablish communications as quickly as possible after the proposed construction period. This work includes, but is not limited to, the removal, testing, installation, and/or reinstallation of wireless signal communication equipment, incident management cameras, and fiber communication equipment, where applicable. Coordination of the inspection and testing throughout the construction period is to be completed by calling the Mid-America Region Council at (816) 701-8300 and requesting the Operation Green Light staff.

**1.1 Standard Details.**

The Contractor shall follow OGL standard details and the owning agency standard details and for equipment installation as applicable. Contact MARC [OGL Staff](#) and/or local municipality to obtain applicable standard details.

**1.2 Scheduling of Work.**

The Contractor shall submit a schedule to MARC OGL staff for approval at least thirty (30) days before commencing work on OGL equipment or any work which would impact communications to the signal network. Once removal and/or installation of this equipment commences, the Contractor shall complete this work following the approved schedule.

**1.3 Pre-Qualifications.**

The Contractor shall have experience with applicable wireless equipment, radio networks, and/or applicable fiber optic cable and networking equipment. All work to be performed on new and existing OGL equipment shall be completed by an OGL approved Contractor or submit paperwork to be reviewed and approved by MARC staff. A contractor shall be certified to work on Radwin or Ceragon or similar wireless radios are required when working with the associated wireless radios in the field. The Contractor must submit vendor certifications, an experience summary from similar projects completed, and all applicable references and trainings to MARC OGL Staff within 7 days from the notice to proceed. Additionally, the Contractor must provide a manufacturer certification for each manufacturer of wireless equipment included with this project. These submittals must be approved by MARC OGL staff prior to any work being performed.

**2.0 Construction.**

To assure full and complete utilization and compliance of all equipment, the Contractor shall provide support services and materials at various points in the construction, including:

- Testing as specified in **Section 3** of this Technical Special Provision.

Final acceptance of the Project will be made after satisfactory completion of the testing of applicable installed and/or reinstalled communications system equipment, camera system software and equipment, signal vehicle and pedestrian detection, and on the basis of a comprehensive final field inspection. The Contractor shall be fully responsible for safe return of all equipment removed to OGL Staff until the equipment is ready for reinstallation (if applicable). The Contractor shall coordinate with OGL Staff on proper location for storage of equipment removed.

The equipment and materials for installation shall conform to the Plans and this Technical Special Provision; relevant local agency specifications, latest edition; and the National Electric Code, latest edition. In case of a conflict the documents shall govern in the order established.

The Contractor shall be responsible for contacting MARC OGL staff and obtaining asset tags which are to be applied to each equipment item if necessary. The Contractor is responsible for contacting MARC OGL staff to obtain IP addresses and security key info for equipment if necessary. The intent of this Job Special Provision is that the work to be completed under this Contract shall be neat, finished, full, and complete in every detail and ready for use and operation for the purpose for which it is intended. The Contractor shall furnish all labor, tools, materials, machinery, test equipment, and equipment necessary to complete the removal, testing, installation and/or reinstallation of the system. The cost of all incidentals, minor and miscellaneous items, work, and materials for which no payment is specifically provided, and any items, work, and materials not specified or shown which are necessary to complete and maintain the work shall be included in the price bid for other items in the Contract, and no other compensation will be allowed. The Contractor shall pay all shipping costs for the equipment furnished and installed under this Contract.

## **2.1 Removal (and Reinstallation) of Existing Equipment.**

If wireless equipment is proposed to be removed with this project it shall be returned to MARC OGL staff unless it is to be reinstalled on the project. The Contractor shall remove the specified equipment at designated locations. Equipment removal shall be conducted in a manner in which to preserve the existing condition of the equipment. The Contractor shall plug any holes in mast arms or poles when wireless equipment is removed. When equipment has a corresponding cable the Contractor shall remove the cabling from the existing conduit and pull box system and disconnect any existing terminations in the cabinet for that device. Cable associated with existing wireless communications equipment should be completely removed from the signal system (conduit, pull boxes, and pole), coiled, and disposed of in an acceptable manner. All equipment, with the exception of cabling, is to be returned to MARC OGL staff. The Contractor shall perform all cable and cable hardware removal in a manner that ensures that no damage is caused to any conduit, pole, or other facility. In case of damage to cables, equipment or property, the Contractor shall immediately notify the Engineer. The Contractor shall repair all damage caused by performing the required tasks at the Contractors sole expense and to the satisfaction of the Engineer. If removed equipment is to be reinstalled at any point in the project, the Contractor shall schedule work with OGL Staff per **Section 1.2** and adhere to a strict schedule to minimize downtime of equipment.

Upon removal of existing equipment, the Contractor shall complete all work necessary to reinstall removed equipment, or install new equipment, per plans to keep downtime to a maximum continuous 24-hour time window. Contractor shall install temporary communications or confirm project schedule if downtime is anticipated to be greater than a continuous 24-hours. New cable shall be supplied and installed by the Contractor for reconnection to reinstalled equipment upon

completion of construction. New cable to devices shall meet manufacturer specifications for said device and approved by OGL Staff during the equipment submittal process. All new equipment shall conform to OGL standards and specifications in addition or as a supplement to local or state jurisdictional requirements.

### **3.0 Acceptance and Testing Procedures.**

The Contractor shall notify OGL Staff in advance of the times and places which the tests will take place to enable the Engineer and/or OGL Staff to witness them. The Contractor shall perform the tests and document the test results. The testing of equipment's functionality shall involve evaluating its capability to transmit and receive information reliably and efficiently. This encompasses assessing wireless performance, including transmit power and receive sensitivity, as well as verifying compliance with relevant communication protocols. Functional testing must encompass all intended features and functions. When the tests are completed, whether successful or not, electronic copies of the test results shall be furnished to OGL Staff for evaluation. The documented test results shall be self-explanatory, clearly stating how the results were obtained along with an explanation where the test results deviated from the expected results. OGL Staff will notify the Contractor whether the test was successfully completed.

### **3.1 Inspection.**

All equipment and material furnished, and all work performed in connection with the project shall be subject to inspection by OGL Staff. OGL Staff, or their authorized representative, shall have free access during normal working hours to any local facility or area in which work associated with the project is occurring. The Contractor shall ensure that full and sufficient information concerning the character of materials and workmanship is made available to OGL Staff or the Engineer. Inspection by OGL Staff or the Engineer shall not relieve the Contractor of his obligation to comply with the requirements of the Plans and this Technical Special Provision. Any equipment or labor, which is found by OGL Staff to be defective or unsuitable prior to Final Acceptance, shall be replaced or corrected at the Contractor's expense.

### **4.0 Basis of Payment.**

The removal and resetting/reinstallation of existing OGL equipment will be paid for under the lump sum bid item for "Remove & Reset Existing OGL Equipment" for all devices installed or relocated on the project. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract. The Lump Sum bid item shall include all necessary equipment described in the plans and all incidental components, including mounting brackets, antennas, surge suppression and cabling.

| <u>Item No.</u> | <u>Type</u> | <u>Item Description</u>                    |
|-----------------|-------------|--|
| 902-99.01       | LS          | Remove and Relocate Existing OGL Equipment |

### **GG. City Lighting Equipment**

**1.0 Description.** This work shall consist of furnishing and installing street lighting systems, including all labor, materials, equipment, and incidental work necessary to complete the installation in accordance with the City of Kansas City Standard Specifications, Section 2800, the project plans, and as directed by the Engineer.

The work includes, but is not limited to:

- Poles, luminaires, and associated hardware
- Foundations

- Wiring, conduits, and grounding systems
- Connections to the power source
- Testing and commissioning of the street lighting system

**2.0 Materials.** All materials shall conform to the requirements outlined in the City of Kansas City Standard Specifications, Section 2800, and the approved project plans.

**2.1 Construction Requirements.** The installation of street lighting systems shall be performed in accordance with the City of Kansas City Standard Specifications, Section 2800. Specific requirements include:

a. Foundations

- Install pole foundations as detailed in the project plans. Foundations shall be constructed to meet specified tolerances for alignment and level.

b. Poles and Luminaires

- Poles and luminaires shall be installed as shown on the plans, ensuring proper orientation, alignment, and height.
- Luminaires shall be installed to provide uniform illumination as specified.

c. Wiring and Electrical Components

- All wiring and conduits shall be installed per applicable codes and standards, including the National Electrical Code (NEC) and City of Kansas City regulations.
- Connections to the power source and grounding shall be performed in a safe and approved manner.

d. Testing and Commissioning

- Upon completion of the installation, the Contractor shall test the street lighting system to ensure proper operation.
- All defects or deficiencies identified during testing shall be corrected at the Contractor's expense.

**3.0 Method of Measurement.** The street lighting system shall be measured and paid for as outlined in City of Kansas City Standard Specifications, Section 2800. The payment will include full compensation for all labor, materials, equipment, and incidentals necessary to complete the work as specified.

**4.0 Basis of Payment.** Accepted City Lighting Equipment, including any additional materials, equipment, and labor, shall be considered completely covered by the contract unit price for the following items:

| Item No.  | Unit | Description   |
|-----------|------|---|
| 901-99.02 | Each | Misc. Cobra-Head Luminaire (240V) Type C LED Eq. KCMO |
| 901-99.02 | Each | Misc. 30 Ft. Concrete Foundation, KCMO                |
| 901-99.02 | Each | Misc. 6 In. Anti-Theft Cable Retainer, KCMO           |
| 901-99.03 | Each | Misc. 2 In. Schedule 40 PVC Conduit, KCMO             |
| 901-99.03 | Each | Misc. 2 #4 RHH/RHW/USE CU, KCMO                       |
| 901-99.03 | Each | Misc. 1c No. 8 AWG Bare Copper Ground Wire, KCMO      |

## HH. Right of Way Clearance

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

- Parcel 5 – Adams & Joseph Inc – TCE only
- Parcel 6 – Roanoke Properties, Inc. – TCE only
- Parcel 8 - Shigemi Living Tr dated February 25, 2022 – RW and TCE

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

**1.2** The contractor shall schedule its work utilizing the available right of way until these tracts are cleared for construction, which is estimated to be July 7, 2025. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the tracts will be clear for construction. No encroachment, storage of equipment and materials or construction on this tract shall be permitted until the contractor is notified by the engineer that the tracts have been acquired.

**1.3** The contractor shall have no claim for damage for delay, disruption, interference or otherwise because of the unavailability of the previously named tracts. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these tracts as approved by the engineer.

## II. Property Owner Agreements

**1.0 Description.** During the negotiations of easements and rights of way, MoDOT entered into agreements with certain property owners. The Contractor shall abide by the following commitments.

- (a) **Parcel 5** (8600 Noland Road. Kansas City, MO 64138)
- (1) The contractor shall notify the property owner at least two (2) weeks prior to performing work. The property contact information follows:  
Contact Owner: Sammy Joseph  
Phone: (816) 338-8135 or [AdamsandJoseph@gmail.com](mailto:AdamsandJoseph@gmail.com)
- (2) The contractor shall add the property owner as an additional insured on the project.
- (3) Property owner requests the area to be left in as good or better condition when project completed and no construction debris left in area.
- (b) **Parcel 8** (8819 Noland Road. Kansas City, MO 64138)
- (1) The contractor shall notify the property owner at least two (2) weeks prior to performing work. The property contact information follows:  
Contact Attorney: Cory Henry  
Phone: (816) 525-2050
- (2) The contractor shall add the property owner as an additional insured on the project.

(c) **Parcel 9** (8612 Noland Road. Kansas City, MO 64138)

(1) The contractor shall notify the property owner at least two (2) weeks prior to performing work. Arrangements be made to open the gate area when ready to work on the driveway area. The property contact information follows:

Contact Owner: Gary Knaus

Phone: (816) 550-0505

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

JJ. Contractor Quality Control and Daily Reporting

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

**2.0 Quality Control Plan.**

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

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

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

**3.3.2** CDWR information:

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

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

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

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. Discussion topics should include: safety precautions, QC testing, traffic impacts, and any required Hold Points.

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

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

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

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

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

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