

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)







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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b>Olsson</b> 550 St. Louis Street Springfield, MO 65806 Certificate of Authority: 001592 Consultant Phone: 417-890-8802
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S2185B-C-D-E-F-G JASPER COUNTY, MO DATE PREPARED: 10/10/2025
	ADDENDUM DATE: <b>R001 November 10, 2025</b>
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

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JOB  
SPECIAL PROVISION

A. General – Federal JSP-09-02L

**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 2025 Missouri Standard Plans  
For Highway Construction

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

B. **Contract Liquidated Damages**

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

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

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 REVISED

Notice to Proceed: March 15, 2026 (J7S2185B, C, D, E, F, G)  
Completion Date: December 1, 2028 (J7S2185B, C, D, E, F, G)

Notice to Proceed: October 1, 2026 (JSR0314)  
Completion Date: June 1, 2027 (JSR0314)  REVISED

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

Job Number	Calendar Days	Daily Road User Cost
J7S2185B-F	560	\$3,200
J7S2185C	680	\$3,200
J7S2185D	587	\$3,200
J7S2185E-G	582	\$3,200
JSR0314	70	\$1,800

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the 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 **\$3,000** 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 above specified completion date or calendar days.

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

C. Work Zone Traffic Management

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

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

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

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## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

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

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

**2.6 Transportation Management Plan.** The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction

conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

**3.0 Work Hour Restrictions.**

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

- Memorial Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day

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

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

**3.1.2** 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. Unless approved by the engineer, all lanes shall be scheduled to be open to traffic during these Special Events.

- World Street Painting Festival in the parking lot north of Route 66 (7<sup>th</sup> Street) at 1717 W. 7th Street, Joplin – June 2-7, 2026. Paintings will be on display through October 2026. The contractor shall coordinate with the City of Joplin on traffic handling for this event.
- Joplin Emancipation Day Celebration at Ewert Park – Typically the first weekend in August. The contractor shall coordinate with the City of Joplin on dates and traffic handling for this event. The contractor shall avoid work at the Route 66 (7<sup>th</sup> Street) and Illinois/Murphy Avenue intersection during this event.
- Third Thursday – Held on the third Thursday of each month from March to October (inclusive) from 5:30 p.m. - 8:30 p.m. The event is located on Route 43 (Main Street) north of Route 66 (7<sup>th</sup> Street). The contractor shall coordinate with the City of Joplin on traffic handling for this event.

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- Parades – Parade routes cross Route 66 (7<sup>th</sup> Street) on Route 43 (Main Street). The contractor shall coordinate with the City of Joplin on dates and traffic handling for these parades. The contractor shall ensure that all roadway and sidewalk pavement is in place to facilitate the safe passage of vehicular and pedestrian traffic for both participants and spectators during parades.
  - Veterans Day (the Saturday closest to Veterans Day)
  - Christmas (first Tuesday in December)
  - Joplin High School Homecoming (typically around the end of October)
  - Missouri Southern State University Homecoming (typically around mid-October)
- The Great Race – June 2026. Classic car rally with a stop in downtown Joplin, then proceeding south on Route 43 (Main Street). The contractor shall coordinate with the City of Joplin on the dates and traffic handling for this event. The contractor shall avoid work at the Route 66 (7<sup>th</sup> Street) and Route 43 (Main Street) intersection during this event.
- Historic US Route 66 Centennial Celebration – Kicks off on April 30, 2026 through the remainder of 2026. Various organized auto caravans and increased tourism traffic are anticipated during this time. The contractor shall coordinate with the City of Joplin on traffic handling for these events.
- The contractor is advised that peak tourism traffic for the City of Joplin runs from March through October.
- The contractor is advised that there may be other events, planned or unplanned, at various locations along the Route 66 (7<sup>th</sup> Street) corridor within the project limits. The contractor shall coordinate with the City of Joplin for these events, and shall make every effort to accommodate these events within the scope and schedule of the project.

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

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

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

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

**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.

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D. Project Contact for Contractor/Bidder Questions

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

Craig Switzer, P.E., Project Contact  
MoDOT Southwest District, Joplin Regional Office  
2915 Doughboy Drive  
Joplin, MO 64804

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

**1.1** All questions concerning the bid document preparation can be directed to the Central Office – Design as listed below.

Telephone Number: (573) 751-2876  
Email: [BCS@modot.mo.gov](mailto:BCS@modot.mo.gov)

**2.0** Upon award and execution of the contract, the successful bidder/contractor shall forward all questions and coordinate the work with the engineer listed below:

Adam Fields, P.E., Resident Engineer  
MoDOT Southwest District, Joplin Regional Office  
2915 Doughboy Drive  
Joplin, MO 64804

Telephone Number: (417) 621-6525  
Email: [adam.fields@modot.mo.gov](mailto:adam.fields@modot.mo.gov)

E. Emergency Provisions and Incident Management – SW

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

Resident Engineer: Adam Fields, 417-793-1289 – Cell

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

Missouri Highway Patrol – Troop D (417) 895-6868
MODOT Customer Service (417) 895-7600
Joplin Police Department (417) 623-3131

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Joplin Fire Department (417) 623-0403
METS Ambulance (417) 623-3347
Jasper County Sheriff Department (417) 358-8177
MoDOT Incident Response (417) 864-1160

**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 police agency.

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

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

F. Supplemental Revisions JSP-18-01JJ

- 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.

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

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

**2.1 Duties of the WPCM:**

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

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

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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

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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.

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**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

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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.

- **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

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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 dynamic 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, material suppliers, and service providers (e.g. hauling) 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

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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 (J7S2185B-F)

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 construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Liberty Utilities Patricia Moore Phone: (417) 625-5186 Phone: (417) 726-9044 - cell Email: <a href="mailto:patricia.moore@libertyutilities.com">patricia.moore@libertyutilities.com</a>	Yes Section 2.0	Power, Lighting
Liberty Connect Landon Dobbs Phone: (417) 483-2460 Email: <a href="mailto:Landon.Dobbs@libertyutilities.com">Landon.Dobbs@libertyutilities.com</a>	Yes Section 3.0	Fiber
AT&T Distribution Gene Lollis Phone: (417) 499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	Yes Section 4.0	Communications
Allo Brandon Warren Phone: 417-483-3801 Email: <a href="mailto:brandon.warren@allofiber.com">brandon.warren@allofiber.com</a>	No Section 5.0	Communications
Sparklight Keri Bledsoe Phone: 417-768-9183 Email: <a href="mailto:Keri.Bledsoe@cableone.biz">Keri.Bledsoe@cableone.biz</a>	Yes Section 6.0	Communications
Spire Baylee Godat Phone: (816) 334.8075 Email: <a href="mailto:Baylee.Godat@spireenergy.com">Baylee.Godat@spireenergy.com</a>	Yes Section 7.0	Gas
City Sanitary Jeremy Hagerman Phone: (417) 624-0820 Ext. 1538 Email: <a href="mailto:jhagerma@joplinmo.org">jhagerma@joplinmo.org</a>	Yes Section 8.0	Sanitary

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Missouri American Water Matthew Hanna 2323 Davis Blvd. Joplin, MO 64804 Phone: (417) 529-9783 Email: <a href="mailto:matthew.hanna@amwater.com">matthew.hanna@amwater.com</a>	Yes Section 9.0	Water
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**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** Relocations will be taking place during construction. Coordination between the utility and contractor will be expected for relocation planning.

**2.0 Liberty Utilities –**

Liberty has multiple power impacts within the project limits. At the time of the project advertisement, Liberty was still in the process of finalizing their relocation plans. Contractor will be expected to coordinate relocations with Liberty Utilities during the roadway construction. Certain relocations and power outages will require night work.

- The pole at approximately STA 214+10 (31' Rt) will require a railroad permit, which may delay its relocation. Contractor shall coordinate with Liberty regarding the relocation schedule. This relocation will also impact the relocation of the pole at STA 214+10 (31' Lt).
- The pole located at approximately STA 217+32 (81' Rt) will require a railroad permit, which may delay its relocation. Contractor shall coordinate with Liberty regarding the relocation schedule. This relocation will also impact the relocation of the pole at STA 217+32 (29' Lt).

**3.0 Liberty Connect –**

Liberty Connect has aerial fiber attached to Liberty's power poles along the corridor. Liberty connect will plan to transfer to Liberty's new poles. These relocations will happen in tandem with the Liberty Utilities pole relocations.

**4.0 ATT Distribution –**

ATT Distribution has aerial facilities attached to Liberty's power poles along the corridor. ATT will plan to transfer to Liberty's new poles.

ATT also has underground facilities throughout the corridor. ATT has identified the following areas in conflict and plans to relocate these facilities.

- ATT to expose and lower existing cables between Schifferdecker and Walnut Ave. to lower for a proposed storm connection.
- The handhole at Winfield Ave. will shift 5' north to relocate out of the proposed sidewalk ramp.

- ATT to move the handhole at Monroe Avenue 5 feet north to relocate out of the proposed sidewalk ramp and will place a split pipe over conduits for future access.

### **5.0 ALLO –**

Allo has installed facilities in the north ROW from Schifferdecker to Maiden Lane. Fiber is not expected to be in conflict but contractor will be expected to coordinate with Allo if conflicts arise.

### **6.0 Sparklight –**

Sparklight has aerial facilities attached to Liberty's power poles along the corridor. Sparklight will plan to transfer to Liberty's new poles once the new poles are placed.

### **7.0 Spire –**

Spire has existing steel main in the roadway throughout the project limits. At the time of project advertisement, Spire was still in the process of finalizing their relocation plans. Spire plans to abandon this steel main and replace it with plastic main in the northern ROW along 7<sup>th</sup> Street where they will use existing 1500' of existing plastic pipe to tie into. The following sections are where Spire proposes to relocate facilities.

- Proposed 4" plastic pipe on the north side of 7<sup>th</sup> Street from Schifferdecker to approximately 350' east, tying into existing main on the north side of the roadway.
  - Abandoning the existing main located in the roadway
- Proposed 4" plastic pipe on the north side of 7<sup>th</sup> Street from the west side of Winfield Ave. to McKinley Avenue
  - Abandoning the existing main located in the roadway
- 3,100' of proposed 4" plastic pipe on the north side of 7<sup>th</sup> Street from S Oliver to the east, to continue into the next project J7S2185C
  - Abandoning existing sections of main on the north and south side of 7<sup>th</sup> Street from Oliver to Maiden Lane
  - Replace crossings located at:
    - Oliver Ave.
    - Tyler Ave.
    - Approximately STA 247+60
  - Proposed Crossings located at:
    - Willard Ave
  - Abandon crossings located at:
    - Just east of Schifferdecker Ave.
    - Jefferson Ave.
    - McKinley Ave.
    - Maiden Lane

### **8.0 City of Joplin –**

City of Joplin will have adjustments to the sanitary mains in various locations along the corridor and are expected to happen in coordination with the roadway construction. At the time of advertisement, the City was still working to finalize plans. The proposed work is as stated below:

- The City will abandon the following manholes in the roadway and remove the frames and covers:
  - STA 204+35
  - STA 220+93

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- The City will plan on relocation the following sections:
  - STA 220+93
    - City of Joplin will replace the 12" PVC conduit crossing 7<sup>th</sup> Street in a 20" steel casing, placing new manholes on either side, outside of 7<sup>th</sup> Street ROW.
  - STA 247+50
    - The existing sewer crossing will be replaced with an 8" PVC line along the same alignment as existing, tying into the existing manhole in the southern lane of 7<sup>th</sup> Street.

### **9.0 Missouri American Water (MOAW) –**

Missouri American Water has facilities in various locations throughout the corridor. At the time of project advertisement, MOAW was still working to finalize plans. MOAW will perform the relocations as a separate contract. These relocations will occur during the roadway construction, in coordination with the roadway contractor. The proposed improvements at the time of advertisement are summarized below:

#### Existing Facilities to Remain:

- North Side of 7th Street (Schifferdecker to ~500' East):  
MOAW has an existing water main located within the pavement. This main is expected to remain in place.

#### Proposed Facility Relocations/Adjustments:

- Jefferson Avenue:
  - MOAW intends to replace the existing 6" crossing with a new 8" Ductile Iron Pipe (DIP) crossing.
  - The new alignment will shift approximately 5 feet east of the existing main.
  - The existing crossing will be cut, capped, and abandoned in place.
- McKinley Avenue:
  - The existing crossing will be replaced with a new 8" DIP crossing, placed approximately 5 feet west of the current alignment.
  - The existing crossing will be cut, capped, and abandoned in place.
- Oliver Avenue:
  - A new 8" DIP crossing will be installed about 5 feet west of the existing crossing.
  - The existing crossing will be cut, capped, and abandoned in place.
- Adele Avenue:
  - The existing crossing will be replaced with a new 8" DIP crossing, approximately 5 feet west of the existing alignment.
  - The existing crossing will be cut, capped, and abandoned in place.
- Tyler Avenue:
  - A new 8" DIP crossing will be installed east of the existing main.
  - The fire hydrant on the east side of Tyler Avenue will be reconnected to the new crossing.
  - The existing crossing will be cut, capped, and abandoned in place.
- Maiden Lane:
  - The existing crossing will be replaced with a new 8" DIP crossing, shifted east of the current alignment.
  - The fire hydrant in the northwest corner of the intersection will be reconnected to the new main.
  - The existing crossing will be cut, capped, and abandoned in place.

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H. Utilities (J7S2185C)

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Liberty Utilities Patricia Moore Phone: (417) 625-5186 Phone: (417) 726-9044 - cell Email: <a href="mailto:patricia.moore@libertyutilities.com">patricia.moore@libertyutilities.com</a>	Yes Section 2.0	Power, Lighting
Liberty Connect Landon Dobbs Phone: (417) 483-2460 Email: <a href="mailto:Landon.Dobbs@libertyutilities.com">Landon.Dobbs@libertyutilities.com</a>	Yes Section 3.0	Fiber
AT&T Distribution Gene Lollis Joplin, MO Phone: (417) 499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	Yes Section 4.0	Communications
Bluebird David Frazier 800 NW Chipman Rd, Suire 5750 Lee's Summit, MO 64063 Phone: (816) 807-0145 Email: <a href="mailto:david.frazier@bluebirdnetwork.com">david.frazier@bluebirdnetwork.com</a>	Yes Section 5.0	Communications
ATT Transmission Justin Rahm Phone: 678-231-2933 Email: <a href="mailto:jrahm@sdt-1.com">jrahm@sdt-1.com</a>	No Section 6.0	Communications
Sparklight Keri Bledsoe Phone: 417-768-9183 Email: <a href="mailto:Keri.Bledsoe@cableone.biz">Keri.Bledsoe@cableone.biz</a>	Yes Section 7.0	Communications
Allo Brandon Warren Phone: 417-483-3801 Email: <a href="mailto:brandon.warren@allofiber.com">brandon.warren@allofiber.com</a>	No Section 8.0	Communications

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Windstream Hugh Carroll Phone: 314-239-3728 Email: <a href="mailto:Hugh.carroll@windstream.com">Hugh.carroll@windstream.com</a>	Yes Section 9.0	Communications
Spire Baylee Godat Phone: (816) 334.8075 Email: <a href="mailto:Baylee.Godat@spireenergy.com">Baylee.Godat@spireenergy.com</a>	Yes Section 10.0	Gas
City Sanitary Jeremy Hagerman Phone: (417) 624-0820 Ext. 1538 Email: <a href="mailto:jhagerma@joplinmo.org">jhagerma@joplinmo.org</a>	Yes Section 11.0	Sanitary
Missouri American Water 2323 Davis Blvd. Joplin, MO 64804 Phone: (417) 529-9783 Email: <a href="mailto:matthew.hanna@amwater.com">matthew.hanna@amwater.com</a>	Yes Section 12.0	Water

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

**1.2** Relocations will be taking place during construction. Coordination between the utility and contractor will be expected for relocation planning.

**2.0 Liberty Utilities –**

Liberty has multiple power and lighting impacts within the project limits. At the time of project advertisement, Liberty was still in the process of finalizing their relocation plans. Contractor will be expected to coordinate relocations with Liberty Utilities during the roadway construction. Certain relocations and power outages will require night work.

Relocation notes:

- At STA. 259+00, Liberty will be replacing the pole near its existing location buried extra deep (the depth determined by the final grade) with the requirement that any digging in the immediate vicinity (approximately 3') of the newly installed pole base by the contractor shall be dug by hand.

**3.0 Liberty Connect –**

Liberty Connect has aerial fiber attached to Liberty’s power poles along the corridor. Liberty Connect will plan to transfer to Liberty’s new poles in tandem with Liberty Utilities pole relocations.

#### 4.0 ATT Distribution –

ATT Distribution has aerial facilities attached to Liberty’s power poles along the corridor. ATT will plan to transfer to Liberty’s new poles.

ATT also has underground facilities throughout the corridor. At the time of the project advertisement, ATT was still in the process of finalizing their relocation plans. Contractor is expected to coordinate with utility on relocations in coordination with the roadway construction.

The known impacts and proposed mitigation are outlined in the following sections:

- Crossing in the alley between Pearl Ave and Wall Ave
  - ATT will need to lower these facilities and relocate the manhole that is currently in conflict with the proposed box culvert.
- From the alley between Pear and Wall Ave to approximately STA 299+50 ATT will install a conduit on the north side of 7<sup>th</sup> Street.
- STA 300+00 to approx. STA 303+30
  - ATT will plan to abandon the existing duct package that is currently in the roadway.
  - ATT will need to install a conduit crossing 7<sup>th</sup> Street in the alleyway east of Wall Ave. boring under the roadway at a depth to clear the proposed storm.

#### 5.0 Bluebird –

Bluebird has 432 CT Fiber along north side of roadway the extents of this project. At the time of project advertisement, Bluebird was still in the process of finalizing their relocation plans. The Contractor is expected to coordinate with Bluebird during construction for adjustments to take place once pavement removals have begun.

General Coordination Notes:

- Bluebird will be responsible for exposing and adjusting fiber or handholes as necessary during construction.
- Coordination with the contractor will be critical at identified conflict points, particularly with proposed storm sewer.

Relocation/Adjustment Summary:

- Maiden Lane
  - Relocate facilities crossing the east side of Maiden Lane to avoid conflict with proposed storm sewer.
  - Handhole on the NW corner of the intersection will shift approximately 20 feet east.
- STA 261+00
  - Expose and adjust fiber to accommodate storm crossing.
- Porter Avenue (NE Corner)
  - Relocate handhole 10 feet east.
- Connor Avenue
  - Expose and adjust fiber as required for storm crossing.
- STA 279+85
  - Adjust handhole located in proposed sidewalk.
- Jackson Avenue
  - Expose and adjust fiber as required for storm crossing.
- STA 283+16
  - Adjust handhole located in proposed sidewalk.
- Alley at STA 290+00 (NE Corner)
  - Relocate handhole 10 feet east.

- Byers Avenue to approx. 45' east
  - Expose and adjust fiber as required where a parallel storm sewer run may conflict with existing fiber.
- Alley near STA 296+70 (South Side)
  - Expose and adjust fiber crossing to accommodate storm sewer.
- Wall Avenue (NW Corner)
  - Adjust handhole as needed for proposed grading.
  - Adjust fiber crossing at Wall if the storm cannot be placed beneath the existing fiber.

### **6.0 ATT Legacy –**

ATT Legacy has fiber crossings at Byers and Pearl. ATT Legacy has indicated that the crossings are not in conflict.

- STA 291+45 (west side of Byers)
  - Depth was measured to be between 12' – over 15.5' deep.
- Pearl Avenue
  - Depth was stated to be approximately 1.5' to 2' 9" deep in a 4" steel casing.

### **7.0 Sparklight –**

Sparklight has aerial facilities attached to Liberty's power poles along the corridor. Sparklight will plan to transfer to Liberty's new poles.

Sparklight also has underground facilities in this project limits from the alley west of Joplin Ave to the alley just east of Joplin Ave. These facilities are located in the ROW north of the roadway and are believed to not be in conflict with this project.

### **8.0 Allo –**

Allo was permitted to install fiber prior to construction in the following locations:

- In the alley between Empire and Picher Ave. fiber crosses the road south on the west side of the alley.
- In the alley between Sergeant and Moffet Ave. a handhole is planned to be placed on the north side of 7<sup>th</sup> Street, approximately 7' north of the curb section. From the handhole, fiber crosses the road south and is to be installed under the proposed storm crossing.

### **9.0 Windstream –**

Windstream has existing 48 CT fiber cable buried in conduit crossing 7<sup>th</sup> street in the alley between Pearl and Wall. It is relayed that this crossing will be above the top of the proposed box culvert. If slight adjustment is required, the roadway contractor shall coordinate with Windstream to have Windstream personnel on site to adjust.

### **10.0 Spire –**

At the time of project advertisement, Spire was still in the process of finalizing their relocation plans. Spire plans to install the following sections:

- Continuation of the relocation for project J7S2185BF on the north side to the alley just east of Byers, with a transition to 2" plastic pipe at Porter Ave.
- Crossings:
  - Replacing crossings located at:
    - Porter Ave.
    - Alley east of Connor Ave.
    - Jackson Ave.
    - Sergeant Ave.
    - Moffet Ave.

- Byers Ave.
- Alley east of Byers Ave.
- Proposed Crossings at:
  - Picher Ave.
  - Chestnut Ave.
- Abandoning crossings at:
  - Harlem Ave.
  - Empire Ave.
  - Gray Ave.
  - Wall Ave.
  - Joplin Ave.
- Main on the south side of 7<sup>th</sup> Street from Murphy Ave to Connor Ave.

### 11.0 City of Joplin –

The City of Joplin has sanitary sewer main throughout various sections of this project. At time of advertisement, the City was still working on finalizing plans. The City plans to perform the following relocations/adjustments to the sanitary mains:

- The City will abandon the following manholes in the roadway and remove the frames and covers:
  - STA 259+00 (two separate notes—same location)
  - STA 262+71
  - STA 266+75
  - STA 293+26
  - STA 296+75
  - STA 300+10
  - STA 303+28
- The City will plan on relocation the following sections:
  - The City will remove the existing manhole and replace the sanitary sewer crossing in-line with the current alignment at station 259+00.
  - Gray Avenue to ~STA 276+50
    - The existing main in 7th Street will be abandoned.
    - A new main will be installed in a 10-foot easement on the south side of 7th Street, located at the back of the right-of-way (ROW).
    - The sanitary crossing at approximately STA 275+60 will be replaced and constructed along the same alignment as the existing crossing.
  - Sergeant Avenue to Byers Avenue
    - The existing main in 7th Street will be abandoned.
    - A new main will be relocated into the south outer lane of 7th Street, starting at Sergeant and will then cross to the north ROW at the alley west of Byers where it will continue east in a 10-foot easement to Byers Avenue.

### 12.0 Missouri American Water (MOAW) –

Missouri American Water has facilities in various locations throughout the corridor. At the time of advertisement, MOAW was still working on finalizing plans. MOAW will perform the relocations as a separate contract. These relocations will occur during the roadway construction, in coordination with the roadway contractor. They will have various relocations/adjustments as described below:

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An existing water main is located behind the curb on the south side of 7th Street through the extent of the project. Portions of the proposed storm sewer will be in close proximity to this main.

- Contractor must exercise caution when working in these areas.
- Maintain a minimum 18-inch clearance from the water main.
- If the required separation cannot be maintained, coordinate with MLAW prior to proceeding.

MOAW will replace the existing water main crossings at the following intersections along 7th Street:

- Maiden Lane – Includes reconnection of the fire hydrant at the northwest corner of the intersection
- Porter Avenue
- Empire Avenue
- Gray Avenue
- Connor Avenue
- Jackson Avenue
- Sergeant Avenue
- Moffet Avenue
- Byers Avenue
- Wall Avenue
- Joplin Avenue

MOAW will plan on relocating the following sections:

- Jackson Avenue to STA 290+00:
  - The existing main in the roadway will be relocated to the south right-of-way (ROW) beneath the proposed sidewalk.
  - At approximately STA 290+00, the relocated main will reconnect with the existing main in the roadway.
- Byers Avenue to Pearl Avenue:
  - The water main will be relocated from the roadway into the south ROW, placed beneath the proposed sidewalk.
- Pearl Avenue to Main Avenue:
  - At Pearl Avenue, the water main will cross 7th Street to the north side and continue under the proposed sidewalk to Main Avenue.

I. Utilities (J7S2185D)

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Liberty Utilities Patricia Moore Phone: (417) 625-5186 Phone: (417) 726-9044 - cell Email: <a href="mailto:patricia.moore@libertyutilities.com">patricia.moore@libertyutilities.com</a>	Yes Section 2.0	Power, Lighting

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 County: Jasper

Liberty Connect Landon Dobbs Phone: (417) 483-2460 Email: <a href="mailto:Landon.Dobbs@libertyutilities.com">Landon.Dobbs@libertyutilities.com</a>	Yes Section 3.0	Work has not started
AT&T Distribution Gene Lollis Joplin, MO Phone: (417) 499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	Yes Section 4.0	Communications
Sparklight Keri Bledsoe Phone: 417-768-9183 Email: <a href="mailto:Keri.Bledsoe@cableone.biz">Keri.Bledsoe@cableone.biz</a>	Yes Section 5.0	Communications
Bluebird David Frazier 800 NW Chipman Rd, Suite 5750 Lee's Summit, MO 64063 Phone: (816) 807-0145 Email: <a href="mailto:david.frazier@bluebirdnetwork.com">david.frazier@bluebirdnetwork.com</a>	Yes Section 6.0	Communications
Lumen OSP Kimberly Singleton Phone: 847-954-8366 Email: <a href="mailto:Kimberly.singleton@lumen.com">Kimberly.singleton@lumen.com</a>	Yes Section 7.0	Communications
Verizon Bryan Burger Phone: 816-204-4494 Email: <a href="mailto:bryan.burger@verizon.com">bryan.burger@verizon.com</a>	No Section 8.0	Communications
Spire Baylee Godat Phone: (816) 334.8075 Email: <a href="mailto:Baylee.Godat@spireenergy.com">Baylee.Godat@spireenergy.com</a>	Yes Section 9.0	Gas
City Sanitary Jeremy Hagerman Phone: (417) 624-0820 Ext. 1538 Email: <a href="mailto:jhagerma@joplinmo.org">jhagerma@joplinmo.org</a>	Yes Section 10.0	Sanitary
Missouri American Water 2323 Davis Blvd. Joplin, MO 64804 Phone: (417) 529-9783 Email: <a href="mailto:matthew.hanna@amwater.com">matthew.hanna@amwater.com</a>	Yes Section 11.0	Water

Job No.: J7S2185B, C, D, E, F, G  
Route: 66  
County: Jasper

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

**1.2** Relocations will be taking place during construction. Coordination between the utility and contractor will be expected for relocation planning.

## **2.0 Liberty Utilities –**

Liberty has multiple power impacts within the project limits. At the time of the project advertisement, Liberty was still in the process of finalizing their relocation plans. Contractor will be expected to coordinate relocations with Liberty Utilities during the roadway construction. Certain relocations and power outages will require night work.

## **3.0 Liberty Connect –**

Liberty Connect has aerial fiber attached to Liberty's power poles along the corridor. Liberty connect will plan to transfer to Liberty's new poles. These relocations will happen in tandem with the Liberty Utilities pole relocations.

## **4.0 ATT Distribution –**

ATT Distribution has aerial facilities attached to Liberty's power poles along the corridor. ATT will plan to transfer to Liberty's new poles once the new poles have been placed.

ATT also has underground facilities throughout the corridor. ATT has identified the following areas in conflict and plans to relocate these facilities in coordination with the roadway contractor during construction of the project.

- Pennsylvania to St. Louis Ave.
  - ATT has a duct package in the roadway corridor from Pennsylvania heading east through the extents of this project. ATT will be relocating this duct package off corridor for the extents of this project, heading south out of the manhole in the SE corner of the Pennsylvania intersection.

## **5.0 Sparklight –**

Sparklight has aerial facilities attached to Liberty's power poles along the corridor. Sparklight will plan to transfer to Liberty's new poles once the new poles are placed.

## **6.0 Bluebird –**

Bluebird Fiber has an existing 432 CT Fiber along the north side of roadway through the extend of the project. At the time of the project advertisement, Bluebird was still in the process of finalizing their relocation plans. The Contractor is expected to coordinate with Bluebird during construction for adjustments to take place once pavement removals have begun.

- Bluebird will plan to adjust any handholes as required for proposed grade. Bluebird will also relocate the following handholes:
  - NW corner of Virginia Ave the handhole will be shifted 20' west.
- Bluebird will install/relocate the following section:

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- Beginning at Illinois Ave./Murphy Blvd. Bluebird will relocate facilities on the north side of the roadway and will continue relocation through to St. Louis Avenue.
  - Bluebird will also have a fiber crossing on the west side of Illinois Ave./Murphy Blvd., where the fiber will continue south along Illinois Ave.

### 7.0 Lumen –

Lumen has existing facilities throughout the corridor. Lumen plans to adjust/relocate the following sections:

- **Handhole Relocations:**
  - Southwest corner of Virginia Ave.
  - Southwest corner of Pennsylvania Ave.
  - Northeast corner of Illinois Ave. / Murphy Blvd.
    - Includes relocating the fiber connected to this handhole back to the new right-of-way (ROW) line.
- **Facility Adjustments:**
  - STA 45+85, East of Commercial Ave. (along 7th Street):
    - Lumen will expose and lower facilities crossing 7th Street.
  - Terrace Ave. (north side of 7th Street):
    - Lumen will expose and lower facilities crossing Terrace Ave.

### 8.0 Verizon –

Verizon has an existing crossing just east of Kentucky Ave. that then continues north from the handhole at the NE corner of Kentucky Ave. Verizon has indicated that the facilities are not in conflict with the proposed improvements.

### 9.0 Spire –

Spire has existing facilities throughout the corridor. At the time of project advertisement, Spire was still in the process of finalizing their relocation plans. Spire currently has the following proposed work:

- New Hampshire Ave. to Club St.
  - Abandon the section on the north side of the roadway.
- Club St. to Commercial St.
  - Replace the 2" steel segment, abandoning the section in the roadway and installing a 2" PL segment in the north right of way.
- Replace crossings at:
  - Virginia Ave.
  - Pennsylvania Ave.
  - High Ave.

### 10.0 City of Joplin –

The City of Joplin has sanitary sewer main throughout various sections of this project. The City of Joplin is currently finalizing plans for relocation. The City plans to perform the following relocations/adjustments to the sanitary mains:

- The City will abandon the following manholes in the roadway and remove the frames and covers:
  - STA 306+50
  - STA 40+75
- The City will plan on relocating the following sections:
  - STA 309+70 to STA 06+40: The existing sanitary main in the roadway will be relocated to the southern outer lane of 7<sup>th</sup> Street. The main will also cross 7<sup>th</sup> Street to the north around STA 06+08

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- STA 50+52 to St. Louis Ave.: The existing sanitary main in the roadway will be abandoned and relocated to the south ROW. Where it will head north and reconnect to existing facilities in the intersection of St. Louis Ave.

**11.0 Missouri American Water (MOAW) –**

Missouri American Water has facilities in various locations throughout the corridor. MOAW was still finalizing plans at the time of project advertisement and plan to perform the relocations as a separate contract. These relocations will occur during the roadway construction, in coordination with the roadway contractor. They will have various relocations/adjustments as described below:

MOAW will replace the existing water main crossings at the following intersections along 7th Street:

- Main St.
- Pennsylvania Ave.
- Kentucky Ave.
- Murphy Blvd./Illinois Ave.

MOAW will plan on relocating the following sections:

- Main to St. Louis
  - The existing main in the roadway will be relocated as follows:
    - To the north (ROW) from Main to Kentucky
    - Kentucky to Murphy the water main will relocate to the south side of the ROW.
    - Murphy Blvd./Illinois Ave. to St. Louis Ave. the water main will relocate to the north ROW.

J. Utilities (J7S2185E-G)

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Liberty Utilities Patricia Moore Phone: (417) 625-5186 Phone: (417) 726-9044 - cell Email: <a href="mailto:patricia.moore@libertyutilities.com">patricia.moore@libertyutilities.com</a>	Yes Section 2.0	Power, Lighting
Liberty Connect Landon Dobbs Phone: (417) 483-2460 Email: <a href="mailto:Landon.Dobbs@libertyutilities.com">Landon.Dobbs@libertyutilities.com</a>	Yes Section 3.0	Fiber

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 County: Jasper

AT&T Distribution Gene Lollis Joplin, MO Phone: (417) 499-7819 Email: <a href="mailto:IL0967@att.com">IL0967@att.com</a>	Yes Section 4.0	Communications
Bluebird David Frazier 800 NW Chipman Rd, Suite 5750 Lee's Summit, MO 64063 Phone: (816) 807-0145 Email: <a href="mailto:david.frazier@bluebirdnetwork.com">david.frazier@bluebirdnetwork.com</a>	Yes Section 5.0	Communications
Sparklight Keri Bledsoe Phone: 417-768-9183 Email: <a href="mailto:Keri.Bledsoe@cableone.biz">Keri.Bledsoe@cableone.biz</a>	Yes Section 6.0	Communications
Lumen OSP Kimberly Singleton Phone: 847-954-8366 Email: <a href="mailto:Kimberly.singleton@lumen.com">Kimberly.singleton@lumen.com</a>	Yes Section 7.0	Communications
Spire Baylee Godat Phone: (816) 334.8075 Email: <a href="mailto:Baylee.Godat@spireenergy.com">Baylee.Godat@spireenergy.com</a>	Yes Section 8.0	Gas
City Sanitary Jeremy Hagerman Phone: (417) 624-0820 Ext. 1538 Email: <a href="mailto:jhagerma@joplinmo.org">jhagerma@joplinmo.org</a>	Yes Section 9.0	Sanitary
Missouri American Water 2323 Davis Blvd. Joplin, MO 64804 Phone: (417) 529-9783 Email: <a href="mailto:matthew.hanna@amwater.com">matthew.hanna@amwater.com</a>	Yes Section 10.0	Water

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

**1.2** Relocations will be taking place during construction. Coordination between the utility and contractor will be expected for relocation planning.

### **2.0 Liberty Utilities –**

Liberty has multiple power impacts within the project limits. At the time of project advertisement, Liberty was still in the process of finalizing relocation plans. The roadway contractor will be expected to coordinate relocations with Liberty Utilities during the roadway construction. Certain relocations and power outages will require night work.

### **3.0 Liberty Connect –**

Liberty Connect has overhead facilities attached to Liberty's power poles along the corridor. Liberty Connect will plan to transfer to Liberty's new poles. These relocations will happen in tandem with the Liberty Utilities pole relocations.

### **4.0 ATT Distribution –**

ATT Distribution has aerial facilities attached to Liberty's power poles along the corridor. ATT will plan to transfer overhead facilities to Liberty's new poles, once placed.

ATT also has underground facilities throughout the corridor. ATT has identified the following areas in conflict and plans to relocate these facilities.

- St. Louis Ave. to Ozark Ave.
  - ATT has an existing duct package in the roadway corridor through the extents of this project. ATT plans to relocate this duct package out of the project extents from west of St. Louis Ave. through to Ozark Ave. The relocation will connect back in to the existing manhole in the SE corner of Ozark Ave. from the south where the existing package, that will remain in place, heads east to the end of the project corridor.

### **5.0 Bluebird –**

Bluebird Fiber has an existing 432 CT Fiber along the north side of roadway through the extents of the project. At the time of the project advertisement, Bluebird was still in the process of finalizing their relocation plans. The Contractor is expected to coordinate with Bluebird during construction for adjustments to take place once pavement removals have begun.

Bluebird also has a fiber crossing at Highview Ave. where they plan to adjust the depth of the facilities on the south side of the roadway where there is a potential conflict with the proposed storm sewer.

### **6.0 Sparklight –**

Sparklight has aerial facilities attached to Liberty's power poles along the corridor. Sparklight will plan to transfer to Liberty's new poles once the new poles are placed.

### **7.0 Lumen –**

Lumen has existing facilities throughout the corridor. Lumen plans to adjust/relocate the following sections:

- **Facility Adjustments:**
  - St. Louis Ave.
    - Lumen will expose and lower the existing facilities crossing the north side of St. Louis Ave
    - Signal contractor needs to expose lumen ducts prior to drilling bases in this area to avoid potential damage to facilities.

- Park Ave.
  - Lumen will expose and lower the existing facilities crossing the north side of St. Louis Ave
- Forest Ave. to Florida Ave.
  - Lumen plans to replace fiber facilities in existing conduit from Forest Ave to the west side of Florida Ave.
  - Lumen will relocate facilities across Florida Ave. placing a new hand hole on either side of the intersection to connect back in to existing facilities on either side of the intersection.

### **8.0 Spire –**

Spire has existing facilities throughout the corridor. At the time of project advertisement, Spire was still in the process of finalizing their relocation plans. Spire currently plans the following work:

- Replace crossings at:
  - Florida Ave.
- Abandon sections:
  - Gas on the south side of the roadway from Florida Ave. to Ozark Ave.

### **9.0 City of Joplin –**

The City of Joplin has sanitary sewer main throughout various sections of this project. The City of Joplin is currently finalizing plans for relocation. The City plans to perform the following relocations/adjustments to the sanitary mains:

- The City will have a relocation on the project to the west that will extend to the intersection of St. Louis Ave that will the reconnect to the existing manhole in the intersection of St. Louis Ave.

### **10.0 Missouri American Water (MOAW) –**

Missouri American Water has facilities in various locations throughout the corridor. At the time of project advertisement, MOAW was still working to finalize plans and intend to perform the relocations as a separate contract. These relocations will occur during the roadway construction, in coordination with the roadway contractor. They will have various relocations/adjustments as described below:

MOAW will replace the existing water main crossings at the following intersections along 7th Street:

- St. Louis Ave.
- St. Charles Ave.
- Park Ave.
- Highland Ave.
- Forest Ave.
- McConnell Ave.
- Patterson Ave.
- Florida Ave.
- Ozark Ave.

MOAW has existing main in the roadway through the extent of this that is planned to be relocated as follows

- St. Louis Ave. to Florida Ave.
  - MOAW will relocate facilities in the roadway to the south ROW under the proposed sidewalk. The main will cross to the north side of the corridor just west of Florida Ave.

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- Florida Ave. to Ozark Ave.
  - MOAW will relocate facilities in the roadway to the north ROW under the proposed sidewalk. The main will cross to the south side of the corridor to connect back into the existing main in the intersection of Ozark Ave.

K. Cooperation Between Contractors – SW

**1.0 Description.** The contractor shall be aware that other contracts will be administered in the vicinity and timeframe as this contract.

**1.1** Job Numbers JSR0248 is a resurfacing project on Loop 49 (Range Line) from 10th Street in Webb City to 44th Street in Leawood. Construction is scheduled for 2028.

**1.2** Job Number JSR0276 is a resurfacing project on Route 66 (7th Street) from Loop 49 (Range Line) to Route 249. Construction is scheduled for 2028.

**1.3** City of Joplin Project Number OLS-WIL-03 is a Reinforced Concrete Box installation project on Wall Avenue from 7<sup>th</sup> Street to 6<sup>th</sup> Street. Construction is scheduled for 2026 and 2027.

**2.0 Requirements.** The contractor shall coordinate work so as not to interfere with or hinder the progress or completion of the work being performed by the other contractor. The contractor shall also coordinate work to minimize impacts to the traveling public between the work zones.

**2.1** The contractor will not be granted additional time due to conflicts with other contractors, unless approved by the engineer.

**3.0 Basis of Payment.** No direct payment or additional time 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.

L. 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 Joplin** – 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:

Dan Johnson, Project Contact  
City of Joplin  
602 S. Main Street  
Joplin, MO 64801

Telephone Number: 417-624-0820  
Email: [DJohnso1@joplinmo.org](mailto:DJohnso1@joplinmo.org)

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**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.

M. Alternates for Pavements

**1.0 Description.** This work shall consist of a pavement composed of either portland cement concrete or asphaltic concrete, constructed on a prepared subgrade in accordance with the standard specifications and in conformity with the lines, grades, thickness and typical cross sections shown on the plans or established by the engineer.

**1.1** Separate pay items, descriptions and quantities are included in the itemized proposal for each of the alternates. The bidder shall only bid one of the alternates and leave the contract unit price column blank for any pay item listed for any other alternate. If the bidder leaves any value in the unit price column for another alternate other than the one they are bidding, the bid will be rejected.

**2.0 Mainline Pavements**

**2.0.1** A sum of **\$225,800** will be added by the Commission to the total bid using an asphalt alternate for the **Alternate A - J7S2185B** pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

**2.0.2** A sum of **\$31,000** will be added by the Commission to the total bid using an asphalt alternate for the **Alternate C - J7S2185C** pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

**2.0.3** A sum of **\$311,800** will be added by the Commission to the total bid using an asphalt alternate for the **Alternate E - J7S2185D** pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

**2.0.4** A sum of **\$413,100** will be added by the Commission to the total bid using an asphalt alternate for the **Alternate G - J7S2185E** pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

**2.1** The quantities shown for each alternate reflect the total square yards of pavement surface designated for alternate pavement types as computed and shown on the plans. No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

**2.2** The grading shown on the plans was designed for the concrete pavement alternate.

**2.3** Pavement alternates composed of Portland cement concrete shall have contrast pavements for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall comply with Sec 620. No additional payment will be for the contrast pavement markings.

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

**4.0 Basis of Payment.** The accepted quantity of the chosen alternate and other associated items will be paid for at the unit price for each of the appropriate pay items included in the contract.

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

**4.2** For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for alternate pavements.

N. Non-Tracking Tack JSP-24-02A

**1.0 Description.** This work requires application of tack in accordance with Sec 407 and prevention of tack loss from the surface as specified herein. Tack loss prevention shall be accomplished with successful usage of a MoDOT-approved non-tracking tack, or other acceptable non-tracking means, as approved by the engineer.

**2.0 MoDOT-Approved Non-Tracking Tack.** A list of MoDOT-approved non-tracking tack products is available at MoDOT.org under the Materials Qualified List. Upon request from the contractor, the MoDOT Division of Construction & Materials will consider allowance of other non-tracking products. To be approved, the contractor must successfully demonstrate that the proposed product meets the non-tracking requirements specified in section 3.0. The location of a contractor demonstration will only be allowed in areas approved by the engineer. The engineer will make final determination of product acceptance based on observation of the results of the contractor's demonstration.

**2.1** Products on the Qualified List have demonstrated successful non-tracking performance on previous projects; however, the Commission does not endorse nor guarantee success of any of the listed products. Success is dependent on the contractor choosing a product that can achieve the desired results while also taking into consideration all factors, including, but not limited to, cure time, weather conditions, surface prep, surface type, material properties, and adherence to manufacturer's instructions. The contractor is responsible for monitoring adherence of the tack to the pavement surface and shall cease operations when tack first begins to show signs of not meeting the requirements of Section 3.0. Corrective action shall be made prior to resuming tacking operations.

**3.0 Non-Tracking Requirements.** Non-tracking tack shall remain adhered to the pavement surface when exposed to any wheeled or tracked vehicles. The tack shall not track off the surface within 30 minutes of being applied, and shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the underlying surface becomes visible or void of tack prior to the placement of the hot mix asphalt. The tack shall not track onto any adjacent lanes, pavement markings, driveways, sideroads, etc.

**3.1** The contractor shall be responsible for cleaning all tracked tack from adjacent lanes, driveways, sideroads, etc., and shall replace all pavement markings that become coated with

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tracked tack. This cleaning and replacement requirement applies to both approved and proposed non-tracking products.

**4.0 Basis of Payment.** Measurement and payment shall be in accordance with Sec 407. The accepted quantity of non-tracking tack coat will be paid for per gallon at the contract unit price for 407-10.07 Tack Coat – Non-Tracking, per gallon. No additional payment will be made for the cost to demonstrate proposed products, for cleaning surfaces due to tracking of tack, or for replacement of pavement marking damaged by tracked tack.

O. 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.

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**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.

P. ADA Material Testing Frequency Modifications JSP-23-01A

**1.0 Description.** This provision revises the Inspection and Testing Plan (ITP) for the construction of ADA compliant features to better match the nature of the work. The minimum Quality Control (QC) testing frequencies shall be as stated in these provisions.

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

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

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

**5.0 Concrete Median, Median Strip, Sidewalk, Curb Ramps, Steps and Paved Approaches.**

The required frequency shall remain as stated in ITP Sec 608 and further detailed in Sec 608.3.7.

**6.0 Concrete Curb.** (Revises ITP Sec 609 only for Concrete Curb) For concrete curb, the required frequency shall be equivalent to ITP Sec 608 (concrete median, median strip, sidewalk, curb ramps, steps, and paved approaches), and Sec 608.3.7.

Q. Special Concrete Curb and Gutter (J7S2185C)

**1.0 Description.** This work shall consist of constructing the Special Concrete 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, "2 ft. - 6 in. Concrete Curb and Gutter", per linear feet
- Item No. 609-99.03, "2 ft. Integral Concrete Curb", per linear feet

R. Modified Type S Curb (J7S2185C)

**1.0 Description.** This work shall consist of constructing the Modified Type S Curb as shown on the plans and shall meet all requirements of Section 609.10.

**2.0 Basis of Payment.** Section 609.10.5 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, "Modified Type S Curb", per linear feet.

S. Class 3 Excavation

**1.0 Description.** No determination or geotechnical data is available to precisely determine if the Class 3 Excavation work on this project will include significant quantities of rock excavation. Field observations would suggest that rock excavation is likely along this project in various locations.



REVISIED

**2.0 Basis of Payment.** ~~All excavation quantities regardless of encountering rock shall be paid for as Class 3 Excavation as noted on the plans. Class 3 Excavation shall be constructed, measured, and paid for in accordance with Sec 206. If Class C Excavation material, as defined in Sec 203, is encountered in Class 3 Excavation then payment for that material will be made per cubic yard at the fixed unit price specified in Sec 109.~~



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T. **Class 4 Excavation**

**1.0 Description.** No determination or geotechnical data is available to precisely determine if the Class 4 Excavation work on this project will include significant quantities of rock excavation. Field observations would suggest that rock excavation is likely along this project in various locations.

 REVISED

**2.0 Basis of Payment.** ~~All excavation quantities regardless of encountering rock shall be paid for as Class 4 Excavation as noted on the plans.~~ Class 4 Excavation shall be constructed, measured, and paid for in accordance with Sec 206. If Class C Excavation material, as defined in Sec 203, is encountered in Class 4 Excavation then payment for that material will be made per cubic yard at the fixed unit price specified in Sec 109.

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U. **Access to Commercial Properties**

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

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

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

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

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

V. Temporary Construction Easements

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

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

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

W. Work Within Proximity of Drive-Thru (J7S2185B, C)

**1.0 Description.** The contractor shall be aware of work within the proximity of drive-thrus. Contractor shall work with businesses to complete work during non-business hours or when drive-thru is not in operation.

Known businesses with drive-thrus are:

- Parcel 342 – % Net Leased Management – Starbucks
- Parcel 380 – Zeka Seit

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

X. Damage to Existing Pavement, Side Roads and Entrances

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

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

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

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

Y. Pavement Edge Treatment for Drop Off Conditions – SW

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

 DELETED Z. Contractor Quality Control NJSP-15-42

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

~~2.0 Quality Control Plan.~~

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

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

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

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

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

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

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

#### ~~4.0 Work Planning and Scheduling.~~

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

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

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

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

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

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

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

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

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

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AA. Contractor Furnished Surveying and Staking – SW

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

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

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

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

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

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

BB. Curb Ramps and Sidewalk – SW

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

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

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

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

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depending on construction operations. Integral curb shall be doweled to the existing gutter or pavement. - Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.

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

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

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

CC. No Value Engineering Proposals for 2.5 Inch Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors for 2.5 Inch Perforated Square Steel Tube (PSST) Posts (J7S2185C, D, E)

**1.0 Description.** This project will require 2.5 In. Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors for 2.5 In. Perforated Square Steel Tube (PSST) Posts as specified in the plans. No Contractor initiated Value Engineering Change Proposals (VECPs) or Practical Design Value Engineering Change Proposals (PDVECPs) will be accepted for any part of installing existing signs or new signs on new Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchors different than the 2.5 Inch Perforated Square Steel Tube (PSST) Posts and Concrete Post Anchor for 2.5 Inch Perforated Square Steel Tube (PSST) Posts that is required.

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

DD. Relocating and Mounting Existing Signs to New Posts

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

**2.0 Construction Requirements.** The contractor shall install new posts at the locations shown and then mount existing signs to the appropriate post type as summarized on sheet D-29 and D-30 of the signing sheets. All work shall be in accordance with the construction requirements of Section 903.

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**3.0 Method of Measurement.** Measurement for any concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

**4.0 Basis of Payment.** All cost incurred for removal, storage of equipment, and reinstallation of existing signs to new posts at the locations shown, complete in place, will be considered subsidiary to other pay items. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

EE. Misc. Island Marking Face and Top of Curb (J7S2185D, E)

**1.0 Description.** This work shall include permanent pavement marking of the face and top of the median islands, as shown in the plans.

**2.0 Material and Construction Requirements.** The pavement marking material shall be in accordance with Section 620.20 for Pavement Marking Paint and with Section 1048.30 for High Build Waterborne Pavement Marking Paint, Type L Beads.

**3.0 Method of Measurement.** Measurement of permanent pavement marking shall be measured at the linear foot of curb to be painted.

**4.0 Basis of Payment.** The accepted quantity of permanent pavement marking will be paid for at the contract unit price for the following items and shall include the cost of all labor, equipment and materials to fully paint the median islands as marked in the plans.

Item No. 620-99.03, "Island Marking Face and Top of Curb, White", per linear foot

Item No. 620-99.03, "Island Marking Face and Top of Curb, Yellow", per linear foot

FF. 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

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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.


GG. Permanent Pavement Marking – SW

**1.0 Description.** This work shall consist of furnishing and placing permanent centerline, edge line, lane line markings, and preformed thermoplastic pavement marking, as specified, at locations shown on the plans or as approved by the engineer. The preformed thermoplastic pavement marking includes, but not limited to, 24" White (Stop Bars) and 24" Yellow (Hash Mark), 6" White for Crosswalks, Turn Arrows, Railroad Crossings, Yield Markings, and the word "ONLY". This work shall be in accordance with Section 620 and specifically as follows.

**2.0 Construction Requirements.** On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips. The contractor shall place the preformed thermoplastic pavement marking after the permanent centerline, edge line, and lane line marking is installed by the contractor or by others. The contractor will have 5 five days after the permanent centerline, edge line, and lane line markings are placed to start the preformed thermoplastic pavement marking installation and shall be placed in accordance with manufacturer's recommendations or as approved by the engineer.

**3.0 Basis of Payment.** The accepted quantity of permanent pavement marking paint and preformed thermoplastic pavement marking will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material, or time necessary to complete the described work including any other incidental items.

HH. Disposition of Existing Signal/Lighting and Network Equipment

 **REVIS** **1.0 Description.** All poles, mast arms, signal heads, 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:

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Joe Dotson, Urban Traffic Supervisor  
Springfield Maintenance Lot  
2455 N. Mayfair Springfield, MO 65803  
Phone: 417-895-7599

Shannon Johnson, Traffic Supervisor  
Joplin Maintenance Lot  
2800 Stephens Boulevard  
Joplin, MO 64804  
Phone: 417-621-6567

**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.

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**3.0** 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.

**4.0 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.

II. PVC Pipe (J7S2185C)

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

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

**3.0 Method of Measurement.** PVC 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 the following:

Item No. 726-99.03, "4 In. PVC Pipe", per linear foot.

JJ. Reinforced Concrete Pipe (J7S2185B)

**1.0 Description.** This work shall consist of installing Class IV and Class V reinforced concrete pipe of the size specified on the plans. Class IV and Class V reinforced concrete pipes shall be in accordance to Sections 724 and 726 or as directed by the Engineer.

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**2.0 Material and Construction Requirements.** Class IV and Class V reinforced concrete pipes shall be constructed in accordance with Sections 724.2 and 726.3.

**3.0 Method of Measurement.** Class IV and Class V reinforced concrete 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 the following:

Item No. 726-99.03, "15 In. Class V Reinforced Concrete Pipe Culvert", per linear foot  
Item No. 726-99.03, "18 In. Class IV Reinforced Concrete Pipe Culvert", per linear foot

KK. Class V Concrete Flared End Section (J7S2185B)

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

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

**3.0 Method of Measurement.** Class V 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 the following:

Item No. 732-99.02, "15 In. Class V Concrete Flared End Section", per each

LL. Elliptical RCP (J7S2185B)

**1.0 Description.** This work shall consist of installing an elliptical pipe 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 the following:

726-99.13, "34 In. x 53 In. Elliptical Reinforced Concrete Pipe Culvert", per linear foot.

MM. Special Grate and Frame (J7S2185B)

**1.0 Description.** This work shall consist of installing special grate and frames as shown on the plans and shall meet all requirements of Section 614.

**2.0 Method of Measurement.** The quantities will be paid for in accordance with Section 614.10.4.

**3.0 Basis of Payment.** Section 614.10.4. is supplemented by the following:

**3.1** 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 per each for the following:

Item No. 614-99.02, "Curved Vane Grate and Frame (3 ft x 2 ft)", per each

NN. Special Inlets (J7S2185B, C, D, E)

**1.0 Description.** This work shall consist of constructing precast Inlets as shown on the plans, and shall meet all requirements of Section 731 for precast construction.

**2.0 Method of Measurement.** The quantities will be measured in accordance with Section 731.4.

**3.0 Basis of Payment.** Section 731.5 is supplemented by the following:

**3.1** 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 per each for the following:

Item No. 731-99.03, "Combination Inlet 3 ft x 2.5 ft", per Ft.

Item No. 731-99.03, "Combination Inlet 4 ft x 4 ft", per Ft.

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 2 ft x 3 ft", per Ft.

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 2 ft x 4 ft", per Ft.

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 2 ft x 6 ft", per Ft.

 ~~DELETED~~ ~~Item No. 731-99.03, "Special Type D Grate Inlet 4 ft x 2 ft", per Ft.~~

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 4 ft x 3 ft", per Ft.

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 4 ft x 4 ft", per Ft.

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 4 ft x 5 ft", per Ft.

Item No. 731-99.03, "Modified Type D Precast Concrete Inlet 4 ft x 6 ft", per Ft.

Item No. 731-99.03, "Special Under Pavement Inlet", per Ft.

Item No. 731-99.03, "Modified Type T Precast Concrete Drop Inlet 5 ft x 4 ft", per Ft.

Item No. 731-99.03, "Modified Type T Precast Concrete Drop Inlet 7.5 ft x 3 ft", per Ft.

Item No. 731-99.03, "Modified Type T Precast Concrete Drop Inlet 7.5 ft x 4 ft", per Ft.

Item No. 731-99.03, "Modified Type T Precast Concrete Drop Inlet 10 ft x 3 ft", per Ft.

Item No. 731-99.03, "Precast Concrete Drop Inlet 4 ft x 3 ft", per Ft.

Item No. 731-99.03, "Precast Concrete Drop Inlet 4 ft x 4 ft", per Ft.

 ~~DELETED~~ ~~Item No. 731-99.03, "Precast Concrete Drop Inlet 5 ft x 4 ft", per Ft.~~

 DELETED OO. Prefabricated Reinforced Concrete Tee

~~**1.0 Description.** This work shall consist of installing reinforced concrete pipe tees of the size specified on the plans.~~

~~**2.0 Material and Construction Requirements.** Reinforced concrete pipe tees shall be in accordance to Sections 724, 726, 1026 or as directed by the Engineer.~~

~~**3.0 Method of Measurement.** Measurement shall be made per each reinforced concrete pipe tee.~~

~~**4.0 Basis of Payment.** Payment for all labor, equipment, and materials necessary to install these reinforced concrete pipe tees shall be made and considered completely covered by the contract unit price bid for Item No. 726-99.02, "RCP Pipe Tee", per Each~~

PP. Special Junction Boxes (J7S2185B, C)

**1.0 Description.** This work shall consist of constructing precast junction boxes as shown on the plans, and shall meet all requirements of Section 731 for precast construction.

**2.0 Method of Measurement.** The quantities will be measured in accordance with Section 731.4.

**3.0 Basis of Payment.** Section 731.5 is supplemented by the following:

**3.1** 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 per each for the following:

- Item No. 731-99.03, "Precast Concrete Junction Box 3 ft x 3 ft", per Ft.
- Item No. 731-99.03, "Precast Concrete Junction Box 5 ft x 5 ft", per Ft.
- Item No. 731-99.03, "Precast Concrete Junction Box 6 ft x 3 ft", per Ft.

QQ. Reinforced Concrete Box Culvert (J7S2185C)

**1.0 Description.** This work shall consist of installing Reinforced Concrete Box (RCB) Culverts 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.** Reinforced Concrete Box Culverts 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.** Reinforced Concrete Box Culverts 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.

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**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 the following Items. All materials and construction methods including, but not limited to, concrete, reinforcing, sealing, headwalls, wing walls, toe walls, and apron shall be considered as part of the pay item.

 **REVISED**

Item No. ~~703-99.03 730-99.03~~, "4 ft x 3 ft Reinforced Concrete Box Culvert", per foot

Item No. ~~703-99.03 730-99.03~~, "Reinforced Concrete Box Culvert 12 ft. x 4 ft.", per foot

 **REVISED**

RR. Temporary Shoring (J7S2185C)

**1.0 Description.** This section shall govern installation and removal of the temporary shoring required to construct the Reinforced Concrete Box Culvert as specified within the plans. All work shall be completed in accordance with Section 206.

**2.0 Approvals.** Contractor shall have the temporary shoring designed. Detailed shoring plans and submittals shall be submitted for review and concurrence by the Engineer. Temporary shoring plans shall be signed and sealed by a professional engineer registered in the State of Missouri.

**3.0 Method of Measurement.** No special measurement will be made.

**4.0 Basis of Payment.** Payment for temporary shoring shall be paid for at the contract unit price per lump sum. The lump sum price shall include full compensation to the Contractor for all labor, equipment and materials necessary, including but not limited to: design of temporary shoring, excavation, installation, removals, maintenance, inspection, haul-off and disposal of unsuitable material for backfill, transportation, and all other work items incidental thereto. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit price bid for Item:

206-55.00, Temporary Shoring, per lump sum

SS. Dewatering (J7S2185C)

**1.0 Description.** This provision covers dewatering the site as necessary to provide a suitable condition for construction of the Willow Branch box culvert as approved by the engineer. This work will only be performed at the discretion of the engineer and will be underrun if not required by the engineer. If the engineer determines it necessary to provide dewatering, the work shall be performed in accordance with Sec 206 and this job special provision.

**2.0 Construction Requirements.** Dewatering shall provide a dry work area suitable to construct the box culvert within specifications, as approved by the engineer. Typical dewatering methods consist of, but are not limited to, construction of cofferdams, seal courses, over excavation, well point systems, dewatering, and drainage diversion. Any dewatering method utilized shall conform to all environmental laws and regulations.

**3.0 Method of Measurement.** No measurement for dewatering will be made.

**4.0 Basis of Payment.** Payment for dewatering will be made regardless of which dewatering means is utilized. No additional payment will be made if the work area is not maintained in a

dewatered state as approved by the engineer. The lump sum payment for dewatering will be considered full compensation, and no time extensions will be made regardless of which means and methods are utilized by the contractor. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit price bid for Item:

730-99.01, Dewatering, per lump sum

 DELETED TT. 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.~~

 DELETED UU. 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.~~

VV. Delayed Construction Start Date (J7S2185C)

**1.0 Description.** The start of construction for Route 66 from Station 279+00 to Station 300+50 J7S2185C will be dependent on the City of Joplin Project Number OLS-WIL-03 a Reinforced Concrete Box (RCB) installation project on Wall Avenue from Route 66 (7<sup>th</sup> Street) to 6<sup>th</sup> Street. The start of construction within this segment shall not start until the City of Joplin's RCB project

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is substantially complete. The City of Joplin anticipates the RCB installation project being complete by Fall 2027.

**2.0** The delayed construction start date is needed to allow time for the City of Joplin to construct a RCB along Wall Avenue from Route 66 (7<sup>th</sup> Street) to 6<sup>th</sup> Street. The contractor may work with the engineer to adjust the construction start date and completion dates for this segment of J7S2185C should the City of Joplin's project be completed earlier than anticipated.

**3.0 Basis of Payment.** No direct payment will be made to the contractor for any reason of their compliance with this provision. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from this delayed construction start date. The contractor's sole remedy shall be, a commensurate delay in the commencement of the work day count until the notice to proceed for this segment of Route 66 is actually issued.

WW. Architectural Provision for the Protection of Eligible or Listed National Register of Historic Properties (NRHP)

**Description.** The contractor is hereby notified that there are properties eligible to or listed in the NRHP adjacent to this project. These locations are marked on the project plans with DNDs and should be avoided by construction activities both directly and indirectly. An example for an indirect effect would be using a piece of equipment that might cause vibration damage to the adjacent property.

Property address are:

- 1001 W. 7<sup>th</sup> Street
- 702 Main Street
- 701 S. Moffet
- 706 S. Byers Street

**2.0** If, during construction, there is accidental damage to an NRHP-eligible or listed ("historic") architectural resource:

**2.1** The contractor shall immediately stop all work in the area of the historic property and shall not resume without specific authorization from a MoDOT Historic Preservation (MoDOT HP) Specialist.

**2.2** The contractor shall notify the MoDOT Resident Engineer or Construction Inspector, who shall contact MoDOT HP within 24 hours of the accidental damage.

**2.3** MoDOT HP shall contact FHWA and SHPO within 48 hours of learning of the accidental damage to report it after a preliminary evaluation of the damage has been conducted.

**2.4** If it is determined that the damage will constitute an adverse effect, MoDOT HP will immediately notify FHWA and SHPO of the findings and provide recommendations to minimize and mitigate the adverse effect.

**2.5** FHWA will notify the Council and consulting parties within 48 hours of this determination.

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**2.6** FHWA shall take into account Council and consulting party recommendations regarding the eligibility of the property and proposed actions and direct MoDOT to carry out the appropriate actions.

**2.7** MoDOT will provide FHWA and SHPO with a report of the actions when they are complete.

**2.8** FHWA will provide this report to the Council and consulting parties.

**3.0** If possible, the contractor shall restore the damage to its previous condition, following the SOI Standards for Rehabilitation (36 CFR Part 68.3(b)).

**3.1** The contractor shall document the damaged property by photographs before work begins. Copies of the before photographs shall be provided to the SHPO and MoDOT HP.

**3.2** The contractor shall prepare a scope of work for review by the property owner, MoDOT HP, and the SHPO.

**3.3** MoDOT HP and SHPO shall provide comments on the scope of work within thirty (30) days of receipt. The review shall focus on how well the scope restores the damage and is in keeping with the SOI Standards for Rehabilitation.

**3.4** Photographs showing the work after completion will be taken and sent to MoDOT HP and the SHPO.

**4.0** If the damage cannot be restored to its previous condition, FHWA, MoDOT, SHPO, the contractor, and the affected property owner shall consult about appropriate repairs to the property.

**4.1** The contractor shall document the damaged property by photographs before work begins.

**4.2** The contractor shall prepare a scope of work of items agreed on during consultation.

**4.3** The scope of work shall be made available to the property owner, FHWA, MoDOT and SHPO for review for thirty (30) days to ensure that it accurately reflects the results of the consultation.

**4.4** The contractor shall document the property by photographs after work is done.

**4.5** The photographs of the before and after work will be sent to MoDOT HP and the SHPO. FHWA and MoDOT will consult with SHPO and the other consulting parties about what additional mitigation measures are appropriate to resolve adverse effects under Section 106 for the property. Through this consultation, the mitigation measures for each specific property will be formalized.

**5.0 Payment.** No direct payment will be made to the contractor for compliance with the requirements of this job special provision.

XX. Irrigation System Adjustments

**1.0 Description.** The contractor is advised that Walgreens, Jasper County Courthouse, Harry M. Cornell Arts & Entertainment Complex, and potentially other parcels have underground irrigation systems (automatic lawn sprinkler systems) which may be in conflict with the proposed work on this project. The contractor is advised that these systems have not been fully located nor are they fully shown on the plans.

**2.0 Inspection and Notice.** Before beginning grading, excavating or other construction operations that may impact the existing irrigation system, the contractor shall inspect all work areas for the presence of an existing irrigation system. If an existing irrigation system is found, the contractor shall, immediately notify the engineer and determine if the existing irrigation system is operating properly and if the system will be in conflict with the proposed work.

**3.0 Conflicts or Damage to Existing Irrigation Systems.**

**3.1** If an existing irrigation system is in conflict with the contractor's work, or it is otherwise damaged by the contractor's operations, it shall be the contractor's responsibility to modify the existing irrigation system to eliminate the conflict or repair the damage to the system.

**3.2** When conflicts occur, or if unforeseen damage has resulted from the contractor's operations, the contractor shall develop and submit a plan of adjustment for the irrigation system to the engineer for review and approval. The plan of adjustment shall be developed by a subcontractor who is qualified with the design and installation of underground irrigation systems. All plans of adjustment shall restore the irrigation system to a complete and whole system, in similar condition, with like kind materials, and with similar coverage as the existing system as found at the time of inspection or before the damage occurred.

**3.3** The contractor shall be responsible for implementing the approved adjustment plan, including furnishing all materials and supplying all labor and equipment necessary.

**4.0 Payment.** No direct payment will be made to the contractor for compliance with the requirements of this job special provision.

YY. Walgreens Small Block Wall System (J7S2185C)

**1.0 Description.** Construction of the Small Block Wall System shall be in accordance with applicable portions of Section 720 of the Standard Specifications for Highway Construction.

**2.0 Construction Requirements.** The Contractor shall be responsible for the following construction requirements:

- Field determine wall height and length requirements at the noted approximate locations shown on the plans.
- Remove and reinstall existing small blocks required to construct the wall system. Materials for reuse shall include, but are not limited to, the block wall and block cap units.
- Contractor to install new leveling pad, drainage fill, drainage tile, topsoil backfill, etc.
- Verify and ensure that all sidewalk and wall construction will satisfy all MoDOT and Americans Disabilities Act (ADA) requirements for sidewalk width and slope requirements.

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**4.0 Method of Measurement.** Measurement for Small Block Wall Systems will be made per square foot of exposed wall above the sidewalk.

**5.0 Basis of Payment.** All costs incurred by the Contractor by reason of compliance including excavation to satisfy the above requirements for Small Block Wall System shall be considered incidental to and completely covered in the bid item 720-99.04, Walgreens Small Block Wall System, per square foot.

**ZZ. Ornamental Pedestrian Fence (48") (Retaining Walls) (J7S2185C)**

**1.0 Description.** This work shall consist of furnishing and installing 48 in. ornamental pedestrian fence as shown on the plans and shall meet all requirements of Section 607, except as otherwise noted.

**2.0 Materials and Construction Requirements.** Material requirements shall conform to the manufacturer's specifications. Fencing shall be constructed behind wall coping as shown on the special sheet.

**3.0 Method of Measurement.** Measurement of ornamental pedestrian fence will be made per linear foot.

**3.0 Basis of Payment.** 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 607-99.03, "48 in. Decorative Pedestrian Fence (Structures)", per linear foot.

**AAA. Concrete Encasement – Sanitary Sewer (J7S2185C)**

**1.0 Description.** This work shall consist of constructing the Concrete Encasements as shown on the plans and shall meet all requirements of Section 604.

**2.0 Basis of Payment.** Section 604.10.4 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. 604-99.03, "Concrete Encasement – Sanitary Sewer", per linear foot.

**BBB. Concrete Block Retaining Wall (J7S2185C)**

**1.0 Description.** Construction of the Concrete Block Wall System shall be in accordance with applicable portions of Section 720 of the Standard Specifications for Highway Construction.

**2.0 Construction Requirements.** The Contractor shall be responsible for the following construction requirements:

- Field determine wall height and length requirements at the noted approximate locations shown on the plans.
- Concrete blocks shall match concrete blocks on existing concrete block retaining wall.
- Wall shall be capped with cap blocks matching the existing wall.

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- Concrete blocks to be grouted together with clean joints matching existing retaining wall.
- Contractor to install leveling pad, drainage fill, drainage tile, topsoil backfill, etc.

**4.0 Method of Measurement.** Measurement for Concrete Block Wall Systems will be made per square foot of exposed wall.

**5.0 Basis of Payment.** All costs incurred by the Contractor by reason of compliance to satisfy the above requirements for Concrete Block Wall System shall be considered incidental to and completely covered in the bid item 720-99.04, Concrete Block Wall System, per square foot.

CCC. Demolition and Removal Contract (J7S2185C) JSP-99-08

### **1.0 Description.**

**1.1 Possession of Building.** The contractor's attention is directed to the fact that not all parcels are in possession of the Commission. Those parcels that have been acquired are as indicated on the plans. The contractor is not to enter the buildings or properties until notified by the engineer. It is anticipated that possession of all parcels will be obtained and available for removal within the next 12 months, although the acquisition may take place at a later date. The contractor will be given a notice to remove for each parcel when it is in the possession of the Commission.

**1.2** The contractor's attention is directed to the fact that since some parcels were not in the possession of the Commission prior to the preparation of the bid proposal, an asbestos survey was not completed for each parcel. The buildings will be surveyed as soon as possession is obtained, and if Asbestos Containing Materials (ACM) are identified, the contractor shall be required to remove them in accordance with Sec 202.40.

**2.0 Notice To Remove.** The Commission will issue a notice to remove for each parcel listed in the contract. The Commission reserves the right to designate in the notice to remove the order of work. The contractor shall not begin demolition on any building until the designated date in the notice to remove document. The contractor is further advised that removal of hazardous substances from the buildings may delay the issuance of the notice to remove and that the contractor is not to enter any properties nor conduct any demolition of any building until the hazardous material is removed.

**2.1** The Commission does not warrant that the listings or depictions of hazardous materials in the bidding documents are complete or accurately reflect either all hazardous materials or their precise locations within or adjacent to the project limits.

**2.2 Contract Completion Time.** All buildings shall be demolished and removed in accordance with the Contract Documents and within the following time limits:

(a) First Notice To Remove. For the first notice to remove and subsequent notices issued within 30 calendar days of the date of the first notice, the contractor shall complete the work within 90 calendar days of the date of the first notice.

(b) Subsequent Notices To Remove. For subsequent notices to remove issued more than 30 calendar days after the date of the first notice, the contractor shall complete the work included in the subsequent notice(s) within 60 calendar days of the date of such notice(s).

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Route: 66  
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DDD. Tree Removal (J7S2185D)

**1.0** This work includes trimming and/or removal of trees per standard specifications Sec 202 of the Std. Specs .as noted on the contract plans, or as directed by the engineer.

**2.0 Method of Measurement:** All trees will be paid per each tree removed regardless of the size of the tree.

**3.0 Basis of Payment:** All costs associated with this work shall be considered completely covered by Item No. 202-99.02, "Tree Removal", per each.

EEE. Relocate Existing Street Name Sign (J7S2185D, E)

**1.0** This work shall consist of relocating existing street name signs to the top of an existing PSST or pipe post, as identified on the plans.

**1.1** Relocation of the existing street name signs may require the use of brackets and attachments as necessary. The relocation shall conform to Missouri Standard Specifications for Highway Construction.

**2.0 Method of Measurement.** Measurement of the relocation of existing street name signs shall be made per each.

**2.1** Street name signs damaged by construction activity shall be replaced by the contractor at the contractor's expense.

**3.0 Basis of Payment:** All costs associated with this work shall be considered completely covered by the following Items

903-99.02, "Relocate Sign to Exist. PSST Above Stop Sign", per each

903-99.02, "Relocate Sign to Existing Pipe Post Above Stop Sign", per each

FFF. Relocate Existing School Flasher Assembly (J7S2185B)

**1.0** This work shall consist of removing the existing school flasher assembly, including poles, signal heads, control cabinet, and associated hardware, and resetting the assembly on a new concrete "Type C" foundation at the location shown on the plans or as directed by the Engineer. Work shall include salvaging all reusable components, furnishing and installing new anchor bolts, and providing all labor, equipment, and materials necessary to complete the work in accordance with the plans, MoDOT Standard Specifications, and these provisions.

**2.0 Materials & Construction**

Concrete Foundation: The new foundation shall be constructed as a Type C foundation per MoDOT Standard Plan 903.03 and Section 902 of the Missouri Standard Specifications for Highway Construction.

Anchor Bolts: New galvanized anchor bolts shall be furnished and installed per manufacturer's template and MoDOT standards.

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Conduit and Grounding: All existing conduit connections shall be extended or adjusted as necessary to maintain proper electrical service. Grounding shall comply with Section 902.

Removal: Carefully remove the existing school flasher assembly, including poles, signal heads, and control cabinet, without damage. Components designated for reuse shall be stored and protected until reinstallation.

Foundation Installation: Excavate and construct the new Type C foundation at the location shown on the plans. Install anchor bolts using a factory template to ensure proper alignment. Consolidate concrete with an internal vibrator and finish the top surface true to grade.

Resetting Assembly: After the foundation has cured to the required strength, reinstall the school flasher assembly using salvaged components unless otherwise noted. Replace any damaged or missing hardware at no additional cost to the Department.

Electrical Connections: Reconnect all wiring and ensure the flasher operates per MoDOT specifications. All splices shall be made in junction boxes and sealed against moisture.

**3.0 Method of Measurement:** Measurement will be made per each school flasher assembly removed and reset on a new Type C foundation, complete in place, including removal, storage, foundation construction, resetting, and reconnection.

**4.0 Basis of Payment:** Payment for this work will be made at the contract unit price for Item No. 903-10.10, "Concrete Footings, Embedded", per cubic yard, which shall include all labor, equipment, and materials necessary to complete the foundation installation. All other work, including removal, resetting, and electrical reconnections, shall be considered incidental to the contract and included in the bid price for the associated pay items.

GGG. Radar Detection System, Contractor Furnished, Contractor Installed (J7S2185B, C, D, E)

**1.0 General.** Radar stop bar detection shall be installed per the Signal Plan Sheets. Additionally, count detection is to be set up for each lane of travel. Radar detection system shall be capable of collecting data on all approaches to the intersection.

**2.0 Equipment.** Radar equipment must meet or exceed all the following requirements.

- (a) Equipment must be FCC certified.
- (b) Equipment must meet all NEMA TS2-2003 specifications for traffic control equipment.
- (c) Each radar unit must be composed of multiple sensors to establish two-dimensional coverage.
- (d) Radar Detection must be compatible with SDLC inputs.
- (e) Radar cable installed shall be appropriate for the radar devices installed at the designated intersection.

**3.0 Construction Requirements.** The contractor shall be responsible for providing and installing all necessary items, including all necessary cables, to make the new radar detection system operational with stop bar presence detection and count detection for all lanes of travel. Input BIU 9 shall be used for presence detector inputs according to the following chart.

Vehicle Detection Assignments						
PRESENCE DETECTION	BIU	IO	Detector	Call Phase	Mvmt	
	BIU 9	1	1	1	1	SBL
		2	2	2	2	NBT
		3	3	3	3	EBL
		4	4	4	4	WBT
		5	5	5	5	NBL
		6	6	6	6	SBT
		7	7	7	7	WBL
		8	8	8	8	EBT
		9	9			
		10	10		2	NBR*
		11	11			
		12	12		4	WBR*
		13	13			
		14	14		6	SBR*
		15	15			
		16	16		8	EBR*

\*Right turn presence detection only used if the RT lane is signalized

BIU 10 and 11 shall be used for count detector inputs according to the following chart.

Vehicle Detection Assignments						
COUNT DETECTION	BIU	IO	Detector	Call Phase	Lane	
	BIU 10	1	17	17	1	SBL 1
		2	18	18	1	SBL 2
		3	19	19	1	SBL 3
		4	20	20	2	NBT 1
		5	21	21	2	NBT 2
		6	22	22	2	NBT 3
		7	23	23	2	NBT 4
		8	24	24	2	NBR 1
		9	25	25	3	EBL 1
		10	26	26	3	EBL 2
		11	27	27	3	EBL 3
		12	28	28	4	WBT 1

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BIU11	13	29	4	WBT 2
	14	30	4	WBT 3
	15	31	4	WBT 4
	16	32	4	WBR 1
	1	33	5	NBL 1
	2	34	5	NBL 2
	3	35	5	NBL 3
	4	36	6	SBT 1
	5	37	6	SBT 2
	6	38	6	SBT 3
	7	39	6	SBT 4
	8	40	6	SBR 1
	9	41	7	WBL 1
	10	42	7	WBL 2
	11	43	7	WBL 3
	12	44	8	EBT 1
13	45	8	EBT 2	
14	46	8	EBT 3	
15	47	8	EBT 4	
16	48	8	EBR 1	

**4.0 Method of Measurement.** Method of measurement will be made per each complete radar detection system installed by the contractor and acceptable by the engineer.

**5.0 Basis of Payment.** Payment for installation of the detection system will be completely covered by the contract unit as follows:

Item No.	Type	Description
902-99.02	Each	Radar Detection System

HHH. Signal Controller and Cabinet, Type 2070 (J7S2185B, C, D, E)

**1.0 Description.** This work shall consist of providing and installing a new 2070 controller with cabinet at the intersections of Route 66 and Walnut Avenue, Maiden Lane, Pearl Avenue, Wall Avenue, Joplin Avenue, Main Street, Virginia Avenue, Pennsylvania Avenue, Murphy Blvd./Illinois Avenue, St. Louis Avenue, and Florida Avenue.

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

**2.1** A MMU Conflict Monitor shall be provided at no direct pay.

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**2.2** Signal Communication shall be provided and paid at the contract item listed below.

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

**3.1** The contractor shall coordinate directly with MoDOT staff for delivery, installation, and configuration of traffic signal network equipment. Coordination shall begin once the controllers are brought online and appropriate fiber optic/wireless connections have been made. "Appropriate fiber optic/wireless connections" shall include ancillary network equipment, such as switches, FDU's, Patch Cables, Ethernet Cables, Wireless Radios, etc.

**3.2** Upon successful connections and confirmation of operational communications with the Traffic Operations Center (TOC), the Contractor shall remove any existing wireless communication devices and/or legacy fiber optic connections as directed by MoDOT staff.

**4.0 Method of Measurement.**

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

**4.2** Signal Communication will not be measured, and shall be paid as a lump sum per segment as defined in the contract documents and plans. This bid item shall include all labor, materials, coordination, and equipment necessary to establish operational communication between the traffic signal and the MoDOT network, including fiber optic / wireless connections, ancillary equipment, and removal of legacy communications devices not otherwise quantified in plans or provisions.

**5.0 Basis of Payment.** Accepted signal controllers and signal communication will be paid for at the contract unit as follows:

Item No.	Type	Description
902-99.02	Each	Signal Controller and Cabinet, Type 2070
902-99.01	Lump Sum	Signal Communication

III. Signal Controller (J7S2185B, C, D, E)

**1.0 Description.** This work shall consist of providing and installing a new 2070 controller with cabinet at the intersection of Route 66 and Walnut Avenue.

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

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

Job No.: J7S2185B, C, D, E, F, G  
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**1.0 Method of Measurement.** Method of measurement will be made per each controller installed by the contractor and acceptable by the engineer.

**4.0 Basis of Payment.** Accepted signal controllers will be paid for at the contract unit price for item 902-99.02, Signal Controller and Cabinet, Type 2070, per each.

JJJ. Push Button Extension (J7S2185D, G)

**1.0 Description.** This work includes adding 3/4-inch galvanized pipe extensions to pedestrian pushbuttons so they meet offset and height requirements per ADA specifications.

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

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

**3.0 Basis of Payment.** Payment for installation of push button extensions will be completely covered by the contract unit as follows:

Item No.	Type	Description
902-99.02	Each	Push Button Extension

KKK. Radar Cable, Sensor 6c, CCTV Cable. (J7S2185B, C, D, E)

**1.0 Description.** This work shall consist of installing new radar cable and/or CCTV cable as indicated on the plans.

**1.1** The radar cable installed shall be appropriate for the radar devices installed at the designated intersection between the radar sensors and equipment in the cabinet. The CCTV cable shall be installed per manufacturer's recommendations between the CCTV camera equipment and cabinet equipment. Miscellaneous cabling shall be supplied and installed per the plans and manufacturer's recommendations.

**2.0 Method of Measurement.** Measurement of these cables shall be made per linear foot.

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered as follows:

 REVISED

Item No.	Type	Description
902-99.03	LF	Misc. Radar, CCTV, Sensor, Cable(J7S2185B, C, D, E)
910-99.03	LF	Misc. CCTV Cable(J7S2185D, E)

 REVISED

LLL. Uninterruptible Power Supply (J7S2185C, D, E)

**1.0 Description.**

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This work shall consist of providing and installing an “Uninterruptible Power Supply” (UPS) system. The system shall be specifically constructed and approved for the use with the 2070 signal controller.

**1.1** In order to match other systems used in the area, the UPS shall be an Alpha FXM 1100 system. The system shall be comprised of the following items:

- 1 each Alpha outdoor enclosure S6, w/Generator option ATS/MBS & Auto GTS, battery cable kit (ALPHA-026-53-26)
- 1 each Novus FXM 1100 Battery backup unit without Ethernet (ALPHA-017-230-21)
- 1 each 48V Alpha guard battery monitor (ALPHA-012-306-21)
- 4 each Alpha Gel battery 195GXL (ALPHA-181-230-10)

**2.0 Installation.**

The UPS system shall be installed as per the manufacturer’s recommendations. The system shall be mounted to the new Power Disconnect (paid as a Type 2 power supply) as designated in the project plans. In addition, the cabinet shall have circuitry to switch the signal from normal operation to flash operation during battery backup operation.

A 2C #22-gauge cable shall be installed from a programmable output on the UPS controller to signal cabinet terminals for input on I file, slot 11, upper channel. A contractor supplied model 242 DC isolator card shall be installed in I file slot 11 to utilize controller input C1-80. The UPS controller and the signal controller input for C1-80 shall each be programmed such that after four continuous hours of battery backup operation this circuit will place the signal in programmed flashing operation.

**3.0 Construction Requirements.**

Construction requirements shall conform to Sec 902.

**4.0 Method of Measurement.**

Method of measurement shall conform to Sec 902.

**5.0 Basis of Payment.**

All costs incurred by the contractor for furnishing, installing, configuring and placing the UPS into operation, including all incidentals, shall be considered as included in and completely covered by the contract unit price as follows:

Item No.	Type	Description
902-99.02	Each	Uninterruptible Power Supply

**5.1** No direct payment will be made for programming the UPS

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MMM. Temporary Traffic Signals (J7S2185B, C, D, E)

**1.0 Description.** This work involves the furnishing, installation, maintenance, relocations, and removal of temporary traffic signal through all phases of construction.

**2.0 Materials.** Temporary signals conform to Sec 902.

**2.1** At a minimum, installation of these temporary signals and lighting shall require connection to a power source and the following items:

- Vehicle Detection System
- Signal Heads, Type 3C (3-section head with Type I bracket)
- Controller Assembly Housing (see requirements below)
- Cable, 1 Conductor, Power (8 AWG minimum)
- Cable, 12 AWG 5 or 7 conductor (for signal heads)
- Power Supply Assembly

This list is not intended to be all-inclusive and other items may be necessary for the proper operation of these signals.

**3.0 Construction Requirements.** Temporary signals shall be furnished, installed, relocated, and maintained to properly handle traffic, as required, along Route 66 to facilitate traffic flow at currently signalized intersections during construction. Signals shall be installed per typical, and as described in this special provision or as directed by the engineer. Exact placement of temporary signals should be configured in the field, per MUTCD recommendations, and signal heads be adjusted as required to improve visibility or operations, with approval of the engineer.

**3.1** The temporary signal installation and relocation during different phases of construction shall be maintained in operational condition until the new permanent signals and street lights are installed and operational.

**3.1.1** If the temporary signal installations becomes inoperable due to alterations, malfunctions or periods of shutdown for required maintenance or when one-way traffic control is required, the contractor shall provide adequate traffic control, including flaggers. In addition, adequate traffic control, including flaggers, shall be provided during the startup and shut down of this installation. Sign WO20-7b, Flagger (Symbol), shall be displayed in advance of the flaggers. The contractor shall submit traffic control plans to the engineer for approval at least five (5) business days prior to implementation.

**3.2** The temporary signals shall be removed after the new signals are up and operational. All equipment shall remain the property of the contractor.

**3.4** The contractor shall be responsible for arranging the electrical power needs required for the installation and operation of the temporary traffic signals with Liberty Utilities.

**4.0 Basis of Payment.** Payment for furnishing, installation, operation, relocation, maintenance, and removal of this temporary traffic signal installation, including all items required for proper operation of this installation, will be completely covered by the contract unit price for Pay Item No. 902-94.00, Temporary Traffic Signals, per lump sum.

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NNN. Temporary Signal Timing

**1.0 Description.** The contractor is responsible for developing and inputting the timing for the temporary signals. Traffic signals shall include non-intrusive detection for all approaches and be capable of running in time-base coordination (if required). All movements will be provided with protected phasing as currently in place. Signal timings for temporary traffic signals shall be developed by the Contractor and submitted to MoDOT for approval at least ten (10) business days prior to implementation. Signal timings shall be monitored and adjusted as required throughout construction.

**2.0 Basis of Payment.** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for Pay Item No. 902-94.00 Temporary Traffic Signals, per lump sum.

OOO. Truck Mounted Attenuator (TMA) for Stationary Activities (J7S2185B, C, D, E)

**1.0 Description.** Provide and maintain Truck Mounted Attenuators (TMA) in accordance with Sec 612 and as specified herein.

**2.0 Construction Requirements.** Truck Mounted Attenuators (TMA) shall be used for the work activities indicated in the plans.

**3.0 Method of Measurement.** No measurement will be made for Truck Mounted Attenuators (TMA).

**4.0 Basis of Payment.** Delete Sec 612.5.1 and substitute with the following:

**612.5.1** No payment will be made for truck mounted attenuators (TMAs) used in mobile operations or for any TMAs designated as optional.

**612.5.1.1** Payment for TMAs required for stationary work activities will be paid for at the contract unit bid price for Item 612-30.01, Truck Mounted Attenuator (TMA), per lump sum. The lump sum payment includes all work activities that require a TMA, regardless of the number of deployments, relocations, or length of time utilized. No payment will be made for repair or replacement of damaged TMAs.

PPP. Cable, Emergency Preemption Device (J7S2185D)

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

**1.1** The emergency preemption cable installed shall be appropriate for the existing emergency preemption devices installed at the designated intersection.

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

**3.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 902-99.03 "Cable, Emergency Preemption Device", per linear foot.

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QQQ. Delayed Receipt of Railroad Clearance Certification

**1.0 Description.** The contractor should be aware that MoDOT has not received the required Railroad Clearance certification at the time of advertisement for bid; however, MoDOT anticipates that the required Railroad Clearance Certification will be provided prior to the project's "Notice to Proceed" date for construction operations. If MoDOT cannot provide the Railroad Clearance certification prior to the project's "Notice to Proceed Date" notification, the contractor will not have access to any Railroad property until the Railroad Certifications have been provided to and reviewed by FHWA.

**2.0 Basis of Payment.** No direct pay shall be provided for any labor, equipment, time or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision. Any allowance for time extensions, that results from a delay in railroad clearance, will be covered under Sec 108.14 of the current Missouri Standard Specifications for Highway Construction.

RRR. Coordination with Republic Trash Services

**1.0 Description.** The Contractor shall be required to coordinate with Republic Trash Services where construction operations will involve work on or around existing trash collection routes.

**2.0 Construction Requirements.** Contractor shall provide ingress and egress to all trash routes within the project limits. In locations where the Contractor's operations will involve work in proximity to a trash route, the Contractor shall notify Republic Trash Services through the contacts listed below, not later than 72 hours prior to beginning work at that location.

**2.1 Project Contacts.** The Contractor shall notify the following contacts at Republic Trash Services to coordinate scheduling throughout the project with them or their designated representative(s):

Travis Wallace  
Email: [twallace2@republicservices.com](mailto:twallace2@republicservices.com)

Jerry Herron  
Email: [jherron@republicservices.com](mailto:jherron@republicservices.com)

**3.0 Basis of Payment.** No direct payment will be made for any labor, equipment, materials, and time required to comply with this provision.

SSS. Coordination with Joplin Trolley Services

**1.0 Description.** The Contractor shall be required to coordinate with Joplin Trolley Services where construction operations will involve work on or around existing transit stops.

**2.0 Construction Requirements.** All Joplin Trolley Services stops within the project limits shall remain open and operational throughout the duration of the project. In locations where the Contractor's operations will involve work in proximity to a transit stop location, the

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Contractor shall notify Joplin Trolley Services through the contacts listed below, not later than 72 hours prior to beginning work at that location. The Contractor shall also take care to minimize exposure of transit users to construction hazards in proximity to all transit stops that are in service during work operations.

**2.1 Project Contacts.** The Contractor shall notify the following contacts at Joplin Trolley Services to coordinate scheduling throughout the project with them or their designated representative(s):

Gina Thompson  
Office: 417-625-4793 Ext. 1800  
Email: [GThomps@joplinmo.org](mailto:GThomps@joplinmo.org)

**3.0 Basis of Payment.** No direct payment will be made for any labor, equipment, materials, and time required to comply with this provision.

#### TTT. Dust Control Requirements

**1.0 Description.** The contractor shall make all reasonable efforts to control fugitive dust during construction of the projects. Dust control may be accomplished by wetting the affected area, or other methods as approved by the engineer. The engineer may direct dust control efforts based upon complaints by local residents and businesses.

**1.1** The contractor is hereby notified that enhanced fugitive dust control measures will be needed in the vicinity of parcels 430 and 430.1 (J7S2185C) due to these properties' use as a garden center and greenhouse.

**2.0 Basis of Payment.** No direct payment will be made for any labor, equipment, materials, and time required to comply with this provision.

#### UUU. Delayed Notice to Proceed

**1.0** The contractor will be given a notice to proceed date of March 15, 2026 for J7S2185B, J7S2185C, J7S2185D, J7S2185E, J7S2185F, and J7S2185G. Construction activities shall not start until this date.

**2.0** The delayed notice to proceed date will allow time for MoDOT to acquire the right of way needed for the projects. MoDOT is prioritizing the right of way acquisition in the eastern half of the overall project (Route 43 to Loop 49 – J7S2185D, J7S2185E, and J7S2185G). The contractor shall anticipate starting work in these segments.

**3.0** No direct payment will be made to the contractor for any reason of their compliance with this provision. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from this delayed notice to proceed. The contractor's sole remedy shall be a commensurate delay in the commencement of the work day count until the notice to proceed is actually issued.

VVV. **ADA Transition Plan Commitment** (J7S2185B, C, D, E, F, G)

**1.0** The Missouri Highways and Transportation Commission has committed to the completion of MoDOT's ADA Transition Plan in 2027.

**1** **REVISED** **2.0** The contractor is hereby advised that all ADA work on these projects shall be completed by ~~March 15, 2027~~ **June 1, 2027**. The contractor shall make every effort to schedule and phase the work so that all ADA work outlined in this contract is completed by this date.

**3.0** The following line items shall be considered as ADA work. This list is not all inclusive. Additional items of work needed to complete the ADA items such as earthwork, aggregate base, entrances, signal conduit and cable, traffic control, erosion control, etc. will be required in addition to the items listed below.

**1** **REVISED**

- 607-99.03 – 48 in. Decorative Pedestrian Fence (Structures) (J7S2185C)
- 608-10.10 – Concrete Curb Ramp (J7S2185C, D, F, G)
- 608-10.12 – Truncated Domes (J7S2185C, D, F, G)
- 608-60.04 – Concrete Sidewalk, 4 in. (J7S2185C, D, F, G)
- 902-08.11 – Signal Head, Type 1S, Pedestrian (J7S2185B, C, D, G)
- 902-27.04 – Post, Signal 4 ft. (J7S2185D, G)
- 902-27.08 – Post, Signal 8 ft. (J7S2185B, C, D, G)
- 902-49.21 – Accessible Pedestrian Signal (J7S2185B, C, D, G)
- 902-99.02 – Push Button Extension (J7S2185D, G)

**4.0** This Job Special Provision only applies to MoDOT owned sidewalk segments. Segments shown as city owned in the plans, except for perpendicular crossings of Route 66, **may shall** be omitted from these requirements.

**5.0 Liquidated Damages.** If the ADA Transition Plan work is not complete and open to pedestrian traffic on or before June 1, 2027, the contractor will be charged liquidated damages in the amount of \$1,500 per calendar day for each calendar day, or partial day thereof, that the ADA Transition Plan work 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.

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

**6.0** The Commission acknowledges that certain items of work beyond the contractor's control (such as delayed right of way acquisitions and utility relocations) may impact the contractor's ability to perform ADA Transition Plan work in certain locations. The contractor shall schedule its work to avoid these locations until they are cleared for construction.

**6.1** The contractor shall have no claim for damage, delay, disruption, interference or otherwise as a result of the unavailability of certain locations due to delayed right of way acquisitions, utility relocations, or other factors beyond the contractor's control. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of ADA Transition Plan work locations as approved by the engineer.

**1** **REVISED**

WWW. **Delayed Possession of Right of Way (J7S2185B, F)**

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

**1** REVISED

Tract #	Project	Address	Property Owner	Acquisition Type
315	BF	2823 W 7th St	Gaskill Family Trust c/o SMB Trust Services	TCE
<del>317</del>	<del>BF</del>	<del>W. 7th</del>	<del>Foundation- STC</del>	<del>TCE</del>
317.1	BF	2701 W. 7th	Franchise Management Investors US	TCE
318	BF	2623 W. 7th	Walmart Real Estate Business Trust Attn: MS0555	TCE
319	BF	2405 W. 7th	MRP Joplin II	TCE
320	BF	2619 W. 7th	Murphy Oil USA Inc	TCE
321	BF	2315 W. 7th	<del>TBARE Holdings, LLC</del> <del>J. Larry Fugate Trust</del> <del>Taco Bell</del>	TCE
322	BF	2311 W. 7th	Ryan Miller Insurance Agency	TCE
<del>323</del>	<del>BF</del>	<del>2311 W. 7th</del>	<del>Monte W. &amp; Amy L.</del> <del>Vogt</del>	<del>TCE</del>
324	BF	2307 W. 7th	GPC&L Holdings	TCE
325	BF	W. 7th & McKinley Ave.	Solo Terra	TCE
<del>326</del>	<del>BF</del>	<del>2207 W. 7th</del>	<del>J &amp; L Property</del> <del>Investment</del>	<del>TCE</del>
326.1	BF		Missouri & Northern Kansas Railroad	TCE
327	BF	W. 7th & Oliver	Richard M. Daniels	TCE
329	BF	2110 W. 7th	Bridgewater Real Estate Investments	TCE
<del>330</del>	<del>BF</del>	<del>2115 W. 7th</del>	<del>Innovative Solution</del>	<del>TCE</del>
330.1	BF		Missouri & Northern Kansas Railroad	TCE
331	BF	2001 W. 7th	Sturgis Capital	TCE

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332	BF	1801 W. 7th	RTB Investments	TCE
<del>333</del>	<del>BF</del>	<del>1831 W. 7th</del>	<del>Truc J. Pham</del>	<del>TCE</del>
<del>334</del>	<del>BF</del>	<del>1701 W. 7th</del>	<del>Pizza Properties</del>	<del>TCE</del>
335	BF	1717 W. 7th	Liberty Enterprise Group	TCE
336	BF	1721 W. 7th	OX	TCE
337	BF	1651 W. 7th	Caring Americans Trust Foundation, Inc.	TCE
339	BF	1641 W. 7th	1641 West 7th Street	TCE
340	BF	1627 W. 7th	KSJ Investments	TCE
341	BF	1605 W. 7th	WG Joplin	TCE
342	BF	702 S. Maiden Ln.	702 S. Maiden	TCE
<del>343</del>	<del>BF</del>	<del>W. 7th, driveway btw Starbucks &amp; Car wash (belongs to Sonic)</del>	<del>D.L. Rogers Corp</del>	<del>TCE</del>
344	BF	1626 W. 7th	Shortman	TCE
345	BF	1700 W. 7th	Autozone Inc #337	TCE
346	BF	W. 7th, East of Sign Designs	<del>J. Hipple Investments, LLC Par-Lee Investments</del>	TCE
347	BF	1710 W. 7th	Clear Link Telephone Corp	TCE
348	BF	1720 & 1724 W. 7th	Hipple Investments	TCE
349	BF	1716 W. 7th	Spin Entertainment X Inc	TCE
350	BF	1800 W. 7th	Curtis L. Zimmerman	TCE
351	BF	1818 W. 7th	Kham Luong & Nguyen Thuong	TCE
352	BF	1822 W. 7th	AAJ	TCE
353	BF	2002 W. 7th	PARCS	TCE

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357	BF	2102 W. 7th	Michael & Nelva Forrest	TCE
<del>358</del>	<del>BF</del>	<del>2106 W. 7th</del>	<del>Affordable Motor Sports</del>	<del>TCE</del>
367.1	BF		Missouri & Northern Kansas Railroad	TCE
<del>368</del>	<del>BF</del>	<del>W. 7th East of Casey's</del>	<del>Foundations STC</del>	<del>TCE</del>
369	BF	2808 W. 7th	Casey's Marketing Company Iowa Corp	TCE

**1** REVISED

**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 Resident 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 March 15, 2026. 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 these tracts shall be permitted until the contractor is notified by the engineer that these tracts have been acquired.

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

XXX. **Delayed Possession of Right of Way (J7S2185C)**

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

**1** REVISED

Tract #	Project	Address	Property Owner	Acquisition Type
371	C	815 W. 7th	SWMO Property	PE and TCE
372	C	923 W. 7th	Farhang & Suzanne J. Eskandari	PE and TCE
374	C	905, 909 & 913 W. 7th	Set W 7th St. Properties	PE and TCE
374.1	C		BNSF Railway	TCE
377	C	1015 W. 7th	Joplin School District	PE and TCE
380	C	1221 W. 7th	Seit, Zeka	PE and TCE
<del>381</del>	<del>C</del>	<del>1209 W. 7th</del>	<del>El Guape's Cigar Lounge</del>	<del>PE and TCE</del>

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383	C	1201 W. 7th	Kathryn R. Watkins Trust	PE and TCE
384	C	631 S. Porter	Kingdom Investments & Acquisitions	PE and TCE
<del>385</del>	<del>C</del>	<del>1303 E. 7th</del>	<del>James A. &amp; Sandra L. Robertson</del>	<del>PE and TCE</del>
387	C	1531 W. 7th	McDonalds Corp 24/203	New RW and TCE
388	C	1501 W. 7th	Rottinghouse Real Estate	TCE
389	C	1313 W. 7th	Arturo Jr. & Silvia Reyes	PE and TCE
<del>390</del>	<del>C</del>	<del>630 S. Porter</del>	<del>Jacob Johnson</del>	<del>PE and TCE</del>
392	C	NE Corner of Joplin Ave. & W. 7th	City of Joplin See also tr. 202	TCE
395	C	231 W. 7th	Empire District Electric Co.	New RW and TCE
397	C	NW corner of S. Wall & W. 7th	Empire District Electric Co.	New RW and TCE
399	C	633 Pearl	Jasper County Courthouse	New RW, PE and TCE
400	C	511 W. 7th	Mark A. Roberts Trust	PE and TCE
401	C	501 W. 7th	Mark A. Roberts Trust	PE and TCE
402	C	635 W. 7th	Hugh M. & Emma S. Hills Trust	PE and TCE
<del>403</del>	<del>C</del>	<del>601 W. 7th</del>	<del>William E. Fowks, Jr.</del>	<del>PE and TCE</del>
405	C	731 W. 7th	Shailja Mayer	PE and TCE
406	C	701 W. 7th	JAZ Realty	PE and TCE
407	C	807 W. 7th	Phillip A. Glades & Steve Buerge	PE and TCE
409	C	701 S. Joplin	Community Health Clinic of Joplin	New RW and TCE
410	C	W. 7th & S. Wall	Harry M. Cornell Arts & Entertainment Co.	New RW and TCE
414	C	SW corner of Pearl & 7th	S & C Development	New RW, PE and TCE
416	C	702 S. Pearl	Multifamily Cartel	New RW, PE and TCE

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417	C	705 Byers	Joyce Nickelson/Nick LLC	PE and TCE
<del>418</del>	<del>C</del>	<del>706 S. Byers</del>	<del>St. Phillips Episcopal Church</del>	<del>TCE</del>
419	C	701 S. Moffet Ave	Ronald J. Beal	PE and TCE
421	C	602 W. 7th	Ronald J. Beal	PE and TCE
422	C	701 S. Sergeant Ave.	Red Castle Property Management	PE and TCE
423	C	702 S. Sergeant Ave.	United Hebrew Congregation	PE and TCE
424	C	722 W. 7th	Sagiruddin & Salma N. Ahmed	PE and TCE
425	C	802 W. 7th	Majoub Family Partnership	PE and TCE
430	C	W. 7th btw. Conner & alley	Farris Trust	PE and TCE
430.1	C		BNSF Railway	PE and TCE
432	C	902 W. 7th	M D Norton	PE and TCE
433	C	906 W. 7th	Primax Properties	PE and TCE
436	C	1014 W. 7th	Charles A. & Lee Anne Koehler Trust	PE and TCE
437	C	SE Corner 7th & Murphy	Charles A. & Lee Anne Koehler Trust	PE and TCE
439	C	1102 W. 7th	Ruchi 29	PE and TCE
<del>440</del>	<del>C</del>	<del>1124 W. 7th</del>	<del>Children's Haven of Southwest Missouri</del>	<del>PE and TCE</del>
441	C	702 S. Picher	Thompson Capital Investments, LLC Joel Salazar & Abraham Salazar	PE and TCE
<del>442</del>	<del>C</del>	<del>1218 W. 7th</del>	<del>Zhanglong Liao &amp; Anna Chen Jianyun</del>	<del>PE and TCE</del>
443	C	1306 W. 7th	White Dog Investments	PE and TCE
444	C	701 S. Porter	S. Anglin & Associates # 12	PE and TCE
445	C	702 S. Porter	Alicia L Uto	New RW, PE and TCE

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446	C	1430 W. 7th	CarPar Property I, LLC Edsel Remainder I c/o O'Reilly Auto Parts	PE and TCE
448	C	701 S. Maiden Lane	Jim R. & Carol C. Gaskill Memorial Trust Cotti Foods	PE and TCE
449	C	1502 W. 7th	FD Joplin Missouri 7th St.	PE and TCE

1 REVISED

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

YYY. Delayed Possession of Right of Way (J7S2185D)

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

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Tract #	Project	Address	Property Owner	Acquisition Type
198	D	622 - 632 S. Main St.	Southwest Missouri DEV Enterprises c/o Cedar Tree Management	RW
199	D	702 & 708 S. Main St.	Seventh Star	RW
200	D	701 S. Main St.	Arvest Bank	RW and TCE
201	D	629 S. Main St.	Creative Investments	TCE
202	D	NW corner of E. 6th & Virginia	City of Joplin	RW
204	D	204 E. 7th	Cedar Ridge Investments	RW and TCE
205	D	702 Pennsylvania	Cedar Ridge Investments	RW and TCE

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206	D	402 E. 7th	Salvation Army	RW and TCE
<del>207</del>	<del>D</del>	<del>301 E. 7th</del>	<del>Pamela S. Ivey</del>	<del>RW and TCE</del>
208	D	315 E. 7th	Par-Lee Investments	TCE
<del>209</del>	<del>D</del>	<del>401 E. 7th</del>	<del>CB Asset Management</del>	<del>TCE</del>
211	D	SE Corner of 7th & Kentucky	Joplin Downtown Properties	TCE
217	D	806 E. 7th , Apt. 08	William K. & Kristen R. Cristy and Karen D. Brownfield	TCE
218	D	7th St. & S. Minnesota Ave.	Unity Missionary Baptist Church	TCE
219	D	810 E. 7th	Kathryn J. Reeves Trust, Kathryn J. Reeves, Trustee	TCE
<del>220</del>	<del>D</del>	<del>805 E. 7th</del>	<del>Seventh Star</del>	<del>TCE</del>
221	D	Murphy Blvd. & Minnesota Ave.	Ewert Park	TCE
<del>222</del>	<del>D</del>	<del>709 Ohio</del>	<del>Virgil Q. &amp; Aleta Je Platner</del>	<del>TCE</del>
223	D	908 E. 7th	Pristine Holdings	TCE
224	D	602 S. School Ave.	Ewert Park	RW and TCE
225	D	910 E. 7th	Rick Newberry	TCE
226	D	920 E 7th.	Rick Newberry	RW and TCE
227	D	700 S. Illinois Ave.	Joplin Properties	TCE
<del>228</del>	<del>D</del>	<del>1029 E. 7th</del>	<del>Children's Center of Southwest Missouri</del>	<del>TCE</del>
<del>229</del>	<del>D</del>	<del>1030 E. 7th</del>	<del>D L Rogers Corp</del>	<del>TCE</del>
230	D	1115 E. 7th	CarPar Property I, LLC Edsel Remainder I c/o O'Reilly Auto Parts	TCE
231	D	1201 E. 7th	Susan DePew Trust & L.W. & P. Kutcher	TCE
232	D	614 S. Highland Ave.	Albert & Carolyn Jenkins	TCE

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<del>233</del>	<del>D</del>	<del>1302 E. 7th</del>	<del>Matus Trust</del>	<del>TCE</del>
234	D	1301 E. 7th	Superior Roofing & Construction	TCE
235	D	1317 & 1319 E. 7th	Dennis & Joyce Dilts	TCE
<del>236</del>	<del>D</del>	<del>708 S. New Hampshire Ave.</del>	<del>ACZL</del>	<del>TCE</del>
237	D	1410 E 7th	Amerco Real Estate Co.	TCE
238	D	1401 E. 7th	Earl W. McGavran Trust	TCE
<del>239</del>	<del>D</del>	<del>1421 E. 7th</del>	<del>Waymeth D. &amp; Susan L. Boyer Family Trust</del>	<del>TCE</del>
<del>240</del>	<del>D</del>	<del>1501 E. 7th</del>	<del>R. Reper Investments</del>	<del>TCE</del>
<del>241</del>	<del>D</del>	<del>1600 E. 7th</del>	<del>Walmart Real Estate Business Trust Attn: MS0555</del>	<del>TCE</del>
242	D	1705 E. 7th	Anthony L. & Judy L. Killion Trust	RW and TCE
243	D	1720 E. 7th	Ralco Enterprises Inc.	TCE
244	D	1729 E. 7th	SW66	TCE

**1** REVISED

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

**ZZZ. Delayed Possession of Right of Way (J7S2185E, G)**

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

**1** REVISED

Tract #	Project	Address	Property Owner	Acquisition Type
<del>245</del>	<del>EG</del>	<del>1817 &amp; 1821 E. 7th</del>	<del>Dennis Ruark</del>	<del>TCE</del>
246	EG	1804 E. 7th	Dennis Ruark	RW and TCE
247	EG	1812 E. 7th	Benchmark Estate Inc.	TCE
248	EG	1907 E. 7th	Burns Investments	TCE
249	EG	1906 E. 7th	Kevin's Auto Repair	TCE
250	EG	1919 E. 7th	Burns Investments	TCE
251	EG	1916-1922 E. 7th	To Life	TCE
252	EG	2001 E. 7th	J & M Investments of Joplin	TCE
253	EG	2008 E. 7th	Michael Rousselot	TCE
<del>254</del>	<del>EG</del>	<del>2019 E. 7th</del>	<del>J2911</del>	<del>TCE</del>
255	EG	2020 E. 7th	Nathan Eddy Agency	TCE
256	EG	2109 & 2117 E. 7th	2109	TCE
257	EG	2100 E. 7th	Darryl W. Becker	TCE
258	EG	2108 E. 7th	Frank W. & Valerie L. Ikerd	TCE
259	EG	2112 E. 7th	Maggie K. Baker	TCE
260	EG	2114 E. 7th	Joplin Flooring Solutions	TCE
<del>261</del>	<del>EG</del>	<del>2120 E. 7th</del>	<del>Victor &amp; Joanie Ferguson</del>	<del>TCE</del>
262	EG	2201 E. 7th	Joe's Best Properties	TCE
<del>263</del>	<del>EG</del>	<del>2211 E. 7th</del>	<del>Southern Supply Company, Inc.</del>	<del>TCE</del>
264	EG	2221 E. 7th	Loveland Investments	TCE
<del>265</del>	<del>EG</del>	<del>2200 E. 7th</del>	<del>Spicer Investment Holdings</del>	<del>TCE</del>

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266	EG	2315 E. 7th	Robert C. & Janice K. Gough	TCE
267	EG	2300 E. 7th	C. Allen & Pennie S. Burt Trust	TCE
<del>268</del>	<del>EG</del>	<del>2331 E. 7th</del>	<del>Dennis L. Ruark</del>	<del>TCE</del>
269	EG	2401 E. 7th	AC4S Property Management	TCE
270	EG	2406 E. 7th	Robert C. & Janice K. Hinds	TCE
<del>271</del>	<del>EG</del>	<del>2420 E. 7th</del>	<del>Ahmed Sagiruddin &amp; Prince Islam Asadul</del>	<del>TCE</del>
272	EG	2429 E. 7th	Meredith Dunlay & Sherry L. Dunlay	TCE
273	EG	2501 E. 7th	Antonio Silva & Gloria Silva	TCE
274	EG	2502 E. 7th	Antonio Silva & Gloria Comer	TCE
275	EG	2504 E. 7th	Wayne J. Womack Jr.	TCE
276	EG	2526 E. 7th	SSS Investment Corporation	RW and TCE
277	EG	2521 E. 7th	<del>AREC 53, LLC Amerco Real Estate Co.</del>	TCE
278	EG	2609 E. 7th	Joplin Florida Avenue Building c/o Doris Carlin	RW and TCE
279	EG	2604 E. 7th	M & M Real	RW and TCE
280	EG	2612 E. 7th	TP Development	TCE
281	EG	2627 E. 7th	Jeff & Shontell Mills	TCE
<del>282</del>	<del>EG</del>	<del>2620 E. 7th</del>	<del>Johnson Family Trust</del>	<del>TCE</del>
283	EG	2626 E. 7th	Gary M. & Karen S. Garvin	TCE
284	EG	2629 E. 7th	Ralph & Carole A. Waggoner	TCE
285	EG	2632 E. 7th	Indie Salon	TCE
286	EG	2633 & 2637 E. 7th	Cox Commercial Holdings	TCE

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287	EG	2634 E. 7th	Richard W. & Janet L. Keller Trust	TCE
288	EG	2650 E. 7th	Villa Heights Christian Church	TCE
290	EG	2706 E. 7th	Colaw Fitness	TCE
291	EG	2808 E. 7th	Robert L. Foster Trust	TCE

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

**AAAA. Intelligent Compaction for Subgrade (J7S2185B, C, D, E)**

**1.0 Description.** This work shall consist of collecting location, speed, frequency, amplitude, and intelligent compaction measurement values (ICMV) from properly instrumented rollers within the designated project limits and then submitting the Intelligent Compaction (IC) Data in the defined format. This provision shall apply for pavement subgrade and any unbound layers prior to the placement of bound layers (asphalt or concrete). This work shall be completed in accordance with the general principles set forth in AASHTO R 111 Standard Practice for Intelligent Compaction for Embankment and Asphalt Pavement Applications, and specifically as stated in the following sections.

**2.0 Equipment Requirements.**

**2.1 IC Roller.** At least one roller shall be instrumented with IC. The instrumented roller will be referred to as the IC Roller. Steel wheel or sheep’s foot rollers shall be self-propelled single or double-drum vibratory rollers equipped with accelerometers mounted to acquire signals from the vibratory response in the drum, measuring the interactions between the roller and compacted materials to evaluate the applied compaction effort known as the ICMV. IC rollers shall be equipped with a GNSS unit to record the roller position history. IC Rollers listed at [www.intelligentcompaction.com](http://www.intelligentcompaction.com) may be used. Other IC Rollers may be approved by the MoDOT Field Office.

**2.1.1 Equipment Accuracy.** IC Roller accuracy shall be in accordance with the following.

Job No.: J7S2185B, C, D, E, F, G  
 Route: 66  
 County: Jasper

Operating Parameter	Accuracy
Global Navigation Satellite System	±50 mm (±2 in.) in the X and Y Direction
Rolling Speed	±0.5 kph (±0.3 mph)
Frequency	±2 Hz
Amplitude	±0.2 mm (±0.008 in.)

**2.1.2 Onboard Unit.** The IC Rollers shall include an integrated on-board documentation system that is capable of displaying real-time color-coded maps of the ICMV, roller location, number of roller passes, and line work (alignment file) if available. The unit shall display the current value for roller speeds, vibration frequency and vibration amplitude of the roller drum. The operator shall have the ability to label or select each Layer ID. The display unit shall be capable of transferring the data by means of a USB port to a removable media device or wirelessly to the manufacturer's Cloud storage.

**2.1.3 Software Requirements.** The manufacturer's Intelligent Compaction software, or cloud computing, shall map and export raw ungridded data or gridded all-pass data and resemble R 111 section 4.3.5.2 as much as possible. At minimum, the exported data shall consist of the required fields in Table 5 of R 111 to allow adequate filtering in Veta.

**2.2 Global Navigation Satellite System (GNSS).** Radio and receiver units shall be mounted on each IC Roller to monitor the drum locations and track the number of passes of the rollers. The GNSS system shall also meet the following requirements:

- a) Set all GNSS devices to the Universal Transverse Mercator (UTM) coordinate system Zone 15 North except for portions of the SE District which are Zone 16 North, regardless of whether GNSS or Grid data are originally recorded. If UTM coordinates are not available, use the State Plane coordinate system and designate the appropriate State Plane zone. The recorded coordinates shall be in meters for UTM. State Plane shall be in meters or feet.
- b) Provide a GNSS system that can be a ground-based base station or a Virtual Reference Station (VRS) to achieve Real Time Kinematic Global Navigation Satellite Systems (RTK-GNSS) accuracy. Note that in areas with poor cellular coverage, a VRS may not provide suitable accuracy, and a base station should be used.
- c) Provide GNSS receivers on IC Rollers and a hand-held GNSS rover that reference to the same ground-based base station channel or have the same VRS subscription.
- d) Provide the recorded GNSS data, whether from the IC Rollers or hand-held GNSS rovers, in the following formats:
  - (i) The time stamp shall be in military format (HHMMSS.SS) in local time zone. Accuracy of 0.01 second is necessary to differentiate sequence of Intelligent Compaction data points during post processing.
  - (ii) Provide GNSS latitudes and longitudes in DDMM.MMMMMMMM or decimal degrees (DD.DDDDDDDD).
  - (iii) Provide grid coordinates in feet to the nearest 0.1 foot.

Job No.: J7S2185B, C, D, E, F, G  
Route: 66  
County: Jasper

**2.2.1 Rover.** The contractor shall provide one fully equipped survey-grade hand-held GNSS rover with RTK for the duration of the contract. The rover may remain in the possession of the Contractor but shall be available to the Engineer as needed. The hand-held GNSS rover shall be used for marking of spot test locations, boundary points, or other similar points needed by the Engineer.

**2.2.1.1 Rover Specifications.** The Rover shall read GPS signals L1 C/A, L1/L2 P-Code, and L2C and GLONASS signals L1/L2 CA, L1/L2 P-Code. It shall achieve horizontal accuracies of 10mm + 1 ppm RMS and vertical accuracies of 15 mm + 1 ppm RMS in RTK surveys. It shall support Network RTK using NTRIP and have an internal modem with cellular service provided. Single Baseline RTK shall also be supported with an internal UHF Radio. Training shall be provided to ensure that MoDOT personnel shall have enough knowledge of software and hardware to operate the GNSS rover.

**2.2.1.2 Control Points.** The contractor shall establish control points on the project at locations necessary to ensure compliance with the outlined provisions.

**3.0 Data Management.** All submitted files shall be adequately labeled prior to submission on the MoDOT External SharePoint Site. Each IC segment (one day's production per lift of material) shall be a separate IC file. Each file shall be labeled using the following naming convention:

Project Number-Date (YYYYMMDD)-Lift-Material Type-IC Activity (Pre-mapping/mapping)

Examples:

*J213345-20250601-L0-Subgrade-Pre-mapping (use L0 for pre-mapping)*

*J213345-20250602-L1-AggBase-mapping (lifts increase as they are added. Lifts will start over at 1 if material type changes.).*

**3.1 Trial Section Data.** The results from the trial section shall be recorded on the appropriate spreadsheet located on the external SharePoint site and submitted to the Engineer within 24 hours of completing the trial section.

**3.2 Production Data.** The raw IC production data, or contractor's credentials for downloading IC data directly from the cloud to Veta, shall be submitted to the Engineer before the start of the next day's production. The formatted raw IC data shall be compatible with the latest version of Veta. The data shall include IC data files, spot test data, and coordinates of daily production boundaries. The GNSS verification data shall be submitted as well in a separate file.

#### **4.0 Construction Requirements.**

**4.1 Daily Verification.** The GNSS on each IC Roller shall be verified each day. IC Roller GNSS verification shall include verifying a point established by the rover for both X and Y positions to an accuracy of +/- 6 Inches. The rover shall be verified for both X and Y positions with a control point at the start of each day. A record of each verification shall be submitted to the SharePoint project folder weekly.

**4.2 Technical Support.** Technical Support from the IC Roller manufacturer shall include availability on an as-needed basis for the duration of the project at no cost to the Commission. The manufacturer's representative shall provide assistance with setup, verification, data management, operation, and analysis.

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**4.3 Training.** Equipment operators shall be knowledgeable of the equipment that will be used and trained as needed by the Contractor or equipment supplier.

**4.4 Software Access.** The contractor shall supply the Engineer with the manufacturer's Intelligent Compaction Computer Software 14 days prior to beginning work and until ninety days after completion of all work. If Cloud Storage or Cloud Computing is used, the Engineer shall be supplied one user ID with full access for the same time period specified.

**4.5 IC Quality Control Plan.** A pre-activity meeting shall be required prior to construction. The IC Quality Control Plan shall be submitted to the Engineer at least 2 weeks prior to the construction pre-activity meeting. The plan at minimum shall include the following:

- a) A list of contractor personnel (IC Quality Control Technician, other staff involved with IC).
- b) Detailed daily verification procedure for checking the RTK-GNSS of both the IC Roller(s) and rover(s).
- c) Procedure for the construction of the trial section.
- d) Procedure for downloading IC data from the roller(s).
- e) The procedure for training operators or other project staff.
- f) Procedure for submitting data.
- g) Contact information for vendor/equipment manufacturer technical support staff.
- h) Anticipated cellular service and GPS coverage throughout the project.
- i) A list of the control points with either UTM or State Plane Coordinates established by the contractor.
- j) The date range during which the IC component of the project will be taking place.

**4.6 Spot Test Measurements.** Spot test measurements (e.g., nuclear density, light weight deflectometer, sand cone, dynamic cone penetrometer, etc.) shall be taken as required by the project specifications for acceptance of the pavement. The GNSS coordinates of the spot test measurements shall be collected with an accuracy of +/- 2 inches. Spot test type, GNSS coordinates, moisture content (as required per the project specifications), and a spot test ID number shall be reported to the Engineer by submission to the IC SharePoint site within 36 hours of completion of construction.

**4.7 IC Segments.** Each IC Segment shall consist of one day's production per lift of material.

**4.8 Daily Production Boundaries.** Daily production boundaries shall be collected around the daily compacted area. If alignment files are available for the project, they can be used to generate boundaries in Veta. Alignment files must be in LandXML format. Boundaries can be collected using hand-held rovers. The edge of the constructed area shall be collected at least every 100 feet for curves and every 200 feet for tangent sections. These points shall be used to define the boundaries of each segment.

**4.9 Trial Section.** Trial sections shall be used to establish a target ICMV. The Engineer will assist with determining the target ICMV based on the information collected during the trial section. Each placed material type shall have its own trial section; however, a trial section is not required for existing surfaces.

**4.9.1** Trial sections have the following requirements:

- a) Trial sections shall be between 250 and 500 feet long, at least 12 feet wide, and constructed in a production location.

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- b) The same rollers anticipated for production should be used during the trial section.
- c) The trial section will be considered complete when the acceptance threshold (based on the project specifications) is reached or at the Engineer's discretion.
- d) A minimum of 10 spot test locations spread across the length of the trial section shall be tested by the contractor using the methods specified for acceptance testing in the project specifications (after the trial section is accepted by the Engineer). Each test shall include a moisture content. The Engineer will perform separate spot tests at the same locations concurrently with the contractor's spot tests.
- e) The final surface of the trial section shall be mapped using the IC Roller according to the criteria of section 4.11.
- f) GNSS coordinates for all spot test locations shall be obtained with a rover and included (with the spot test results) with the trial section curve.
- g) The Engineer will use the IC Roller mapping data and spot test data to establish a target ICMV value in Veta.

**4.9.2** The Engineer shall be notified of the trial section date at least 72 hours in advance. Mapping data, spot test locations, and spot test results (including moisture content) shall be provided to the Engineer. The resulting target ICMV can be used by the Contractor as a QC tool to monitor construction uniformity. However, the target ICMV does not replace the acceptance requirements in the project specifications.

**4.10 Material Placement.** Each lift of material should be placed in uniform layers according to the project specifications. Any rollers that meet the requirements of the project specifications may be used to compact the material. The IC Roller shall be used to pre-map the existing surface and map the final surface of each compacted lift according to section 4.11.

**4.11 IC Pre-mapping and Mapping.** IC pre-mapping and mapping shall be performed using the IC Roller as defined in the following sections. The contractor shall update the Engineer with the latest schedule of pre-mapping and mapping activities and notify them immediately of schedule changes for these activities. The Engineer shall be notified of mapping and pre-mapping activities at least 72 hours in advance.

**4.11.1** Acceptance spot tests performed by the Contractor shall be submitted to the Engineer in accordance with Section 4.6. Pre-mapping and mapping files shall be labeled using the standard naming convention and submitted as specified in Section 3. IC mapping, and acceptance activities by the Contractor shall be completed within 8 hours of each other to ensure consistent moisture conditions. The Engineer may conduct additional spot testing for informational purposes after pre-mapping and mapping. These tests will be at no cost to the Contractor but may delay construction activities until they are completed. Additional spot testing will not exceed 24 hours after pre-mapping and mapping data is provided to the Engineer.

**4.11.2** Pre-mapping and mapping data shall be collected with the following considerations:

- a) IC Roller shall only collect pre-mapping and mapping data in the forward direction.
- b) IC Roller speed shall be fixed at a typical compaction pace during collection.
- c) IC Roller settings for amplitude and frequency shall be fixed during collection. Manufacturers' recommendations based on the material type shall be used to determine amplitude and frequency settings.

**4.11.3 IC Pre-Mapping.** IC pre-mapping is defined as measuring *baseline* stiffness of *existing support materials* using an IC Roller. By implementing pre-mapping, weak areas can be identified

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in otherwise unknown materials. Pre-mapping shall be performed when all bound pavement layers (e.g., asphalt, concrete) are removed and the existing granular or subgrade materials are exposed to generate the baseline stiffness. Areas (based on the data) that visually appears soft may be further inspected by the Engineer and corrected according to section 4.11.5.

**4.11.4 IC Mapping.** IC mapping (opposed to *PRE*-mapping) is defined as measuring the final stiffness of *each construction lift* beneath the final paved asphalt or concrete pavement using an IC Roller. By implementing mapping, weak areas can be identified in constructed lifts. Mapping shall be performed when the construction lift is completed and being tested for acceptance. Areas (based on the data) that visually appear soft may be further inspected by the Engineer and corrected according to section 4.11.5.

**4.11.5 Deficient Segments.** If areas of pre-mapped or mapped segments appear inconsistent, nonuniform, or softer than surrounding areas based on the IC data, they shall be inspected by the Engineer. Verification of low-stiffness areas may be tested (by the Engineer) using DCP or other spot testing equipment. Reworking of areas with low ICMV values, as described in Specification 203, may be required at the Engineer’s request.

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

**6.0 Basis of Payment.** Payment for compliance with this provision will be made at the contract unit price for Item No. 401-99.01, Intelligent Compaction for Subgrade, per lump sum. Payment shall include all labor, equipment, materials, time, and incidentals required to fulfill the requirements of this provision.

**BBBB. Special Consideration of Change Orders and Value Engineering**

**1.0 Description.** Increased Federal Share has been approved by the FHWA for an innovative technology or practice. The Commission will receive an additional five percent Federal Share of the overall contract value due to innovations within the following pay item(s).

Pay Item Number	Pay Item Description	Innovation
401-99.01 (J7S2185B)	Intelligent Compaction for Subgrade	Intelligent Compaction for Subgrade
401-99.01 (J7S2185C)	Intelligent Compaction for Subgrade	Intelligent Compaction for Subgrade
401-99.01 (J7S2185D)	Intelligent Compaction for Subgrade	Intelligent Compaction for Subgrade
401-99.01 (J7S2185E)	Intelligent Compaction for Subgrade	Intelligent Compaction for Subgrade

Due to the increased Federal Share, the project components related to the innovation(s) described above must be constructed with the materials, quantities, methods and innovations as shown on the project plans and specifications. If the contractor requests materials, quantities, methods or innovations other than those included in the plans and specifications, the request must be reviewed and approved by the Commission and FHWA. Approved changes to the innovation items above shall be at no additional cost to the Commission and shall not increase the contract time.

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**2.0 Special Consideration of Change Orders and Value Engineering Change Proposals (VECP).** Change ordering and/or value engineering the pay item(s) listed in section 1.0 jeopardize the ability for the Commission to receive an additional Federal Share for the overall contract value. Special consideration should be given to the change order value for removing or modifying such item(s) from the contract ensuring the benefit outweighs the cost.

**3.0 Contacting Financial Services.** If it is determined that the proposed change order and/or VECP outweighs the additional overall five percent Federal Share value, the Engineer shall notify the MoDOT project manager.

 **REVIS**ED CCCC. Fiber Distribution Unit (J7S2185C, D, E)

**1.0 Description.** This work shall consist of furnishing and installing a Fiber Distribution Unit (FDU) capable of terminating and managing fiber optic cables. The unit shall be installed at locations shown on the plans or as directed by the Engineer.

**1.1** The FDU shall include the following components:

- Rack-mounted enclosure
- Cable management trays
- ST-type field connectors
- Integrated power strips and Ethernet cables (subsidiary to FDU)

**2.0 Installation.** The FDU shall be installed in accordance with manufacturer specifications and MoDOT standards. All components shall be securely mounted and properly terminated.

**3.0 Method of Measurement.** Method of measurement shall be per each unit supplied and installed.

**4.0 Basis of Payment.** All costs incurred by the contractor for furnishing, installing, and placing the FDU into operation, including all incidentals, shall be considered as included in and completely covered by the contract unit price as follows:

Pay Item Number	Type	Description
910-99.02	Each	Fiber Distribution Unit

**4.1** No direct payment will be made for power strips and Ethernet cables as they are subsidiary to the FDU. Ethernet cabling shall be supplied to the traffic signal controller, detection system (if applicable), battery back-up system (if applicable), and CCTV Camera (if applicable).

DDDD. Ethernet Switch (J7S2185C, D, E)

**1.0 Description.** This work shall consist of furnishing and installing Ethernet Switches at designated locations. Each switch shall be Cisco 2960CS-8TC-I with two Cisco-compatible SFP modules.

**2.0 Installation.** The Ethernet Switch shall be mounted within the FDU or adjacent cabinet and connected to the power and network infrastructure. Configuration shall be performed to meet site-specific network protocols.

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**3.0 Method of Measurement.** Method of measurement shall be per each unit supplied and installed.

**4.0 Basis of Payment.** All costs incurred by the contractor for furnishing, installing, configuring and placing the Ethernet Switch into operation, including all incidentals, shall be considered as included in and completely covered by the contract unit price as follows:

Pay Item Number	Type	Description
910-99.02	Each	Ethernet Switch

EEEE. Fiber Splices

**1.0 Description.** This work shall consist of performing fiber splicing using fusion splicing methods. All splices shall be housed in approved splice closures.

**2.0 Installation.** Fiber splicing shall be performed in accordance with manufacturer specifications and MoDOT standards.

**3.0 Construction Requirements.** Construction requirements shall conform to Sec 910.

**4.0 Method of Measurement.** No separate measurement will be made for fiber splices.

**5.0 Basis of Payment.** Fiber splices are considered subsidiary to other bid items and shall not be paid for separately.

FFFF. Relocated Fiber Optic Cable

**1.0 Description.** This work shall consist of relocating and pulling existing MoDOT-owned 12-count SM fiber optic cable within Bluebird cable as required.

**2.0 Installation.** Relocation includes careful handling, protection, re-routing, and re-termination of the existing cable.

**3.0 Construction Requirements.** Construction requirements shall conform to Sec 910.

**4.0 Method of Measurement.** No separate measurement will be made for relocated fiber optic cable.

**5.0 Basis of Payment.** Relocated fiber optic cable is considered subsidiary to other bid items and shall not be paid for separately.

GGGG. Missouri and Northern Arkansas Railroad Requirements

**1.0 Introduction.**

**1.1** These Railroad Requirements set forth terms and conditions agreed between the Missouri & Northern Arkansas Railroad Company, Inc. (Railroad) and the Missouri Highways and Transportation Commission (Commission), under which Railroad will allow the Commission's

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contractors to enter in and upon Railroad's real property, right of way, tracks and other facilities (Railroad's Property) to perform the contractor's work relating to this project.

**1.2** To report an emergency on the Railroad, call: 866-527-3499

**1.3** The project is located along the MNA Webb City Subdivision, at multiple locations in Joplin, MO along Route 66. **Current FRA data shows 2 daytime trains and 2 nighttime trains and 0 passenger trains.**

**1.4** Definitions of terms set forth in the current edition of the Missouri Standard Specifications for Highway Construction shall be applicable to those terms as used in these Railroad Requirements.

**1.5** Contractor may not access, at any time, any property of the Railroad outside the State's permanent and temporary easements without Railroad's prior, written approval.

## **2.0 Authority of Railroad Representative and Engineer.**

**2.1** The authorized representative of the Railroad, herein called "Railroad Representative", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

**2.1.1** The Railroad designates the following individual as the Railroad Representative for this project. Except as otherwise provided in these Railroad Requirements, the contractor shall address all notices concerning this project to the Railroad Representative, as follows:

Mr. Greg Feyerabend  
General Manager  
Missouri & Northern Arkansas Railroad Company, Inc.  
514 North Orner  
Carthage, MO 64836  
Email: Greg.Feyerabend@gwrr.com  
TEL: (918) 289-4861 [mobile]

**2.1.2** The Railroad, or the individual identified above, may designate a different individual to act as the Railroad Representative for this project, and may change the address information stated above, by giving written notice of the changes to the contractor and to the Engineer, as provided in these Railroad Requirements.

**2.2** The authorized representative of the Commission (Engineer) shall have authority over all other matters as prescribed herein and in the project specifications.

**3.0 Contractor's Indemnity Obligations to the Railroad.** The contractor agrees to indemnify, defend and hold harmless the Railroad from and against any injury or death of persons whomsoever, or from any loss or damage to the Railroad's Property, caused by acts or omissions of the contractor in performing work on this project, whether on, over, under or in the vicinity of the Railroad's Property as more specifically detailed in the Right of Entry Agreement referenced in Section 4.5 below. In the event the contractor shall fail to restore the Railroad's Property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's Property is called to the contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the contractor. In addition to such remedies of the Railroad, the Commission will withhold from final payment due to the contractor the amount reasonably necessary to reimburse the Railroad for such loss or damage or for performing such

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work. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's Property.

**4.0 Notice of Starting Work.** The contractor shall not commence any work on the Railroad's right of way until contractor has complied with the following conditions:

**4.1.** At least thirty (30) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor has given written notice of the contractor's proposed start date and time to the Railroad Representative, and Railroad's Manager of Track Maintenance (see paragraph 12.2.3 below), with a copy to the Engineer.

**4.2** The Commission has obtained written approval from the Railroad's Representative for the contractor's insurance coverage as required by Section 17 of these Railroad Requirements, and authorization for the contractor to begin work on the Railroad's Property.

**4.3** The contractor has determined whether fiber optic cable systems are buried on the Railroad's Property. If fiber optic cable systems are buried on the Railroad's Property, then the contractor has contacted the Railroad at the 24 hour number, 800-336-9193, has contacted the telecommunications company involved, has arranged for a cable locator, and has made arrangements for relocation or other protection of the fiber optic cable system on the Railroad's Property.

**4.4** The contractor's employees, representatives or agents who are regularly assigned to perform work on the Railroad's Property have been certified as having completed the Internet Safety Orientation available at <https://railpros.com/training/> where contractor needs to complete the course. This certification shall be renewed annually. In addition the contractor shall require that every employee, representative or agent who is not regularly assigned to perform work on the Railroad's Property has received appropriate safety training before performing any work on the Railroad's property. The cost of the Internet Safety Orientation, which is subject to change, is currently \$75 per person per year.

**4.5 Right of Entry.** At least forty five (45) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor shall enter into a Right of Entry Agreement with Railroad prior to working on Railroad property. The application for Right of Entry Agreement can be found at the following address:

<http://www.gwrr.com/real-estate/accessing-property/>

**4.5.1** The applicant must submit the completed application to the Real Estate Department including a check or money order, to cover the non-refundable fee of \$1,750 made payable to the Railroad. The application must include railroad milepost, railroad subdivision, and scope of work.

**4.5.2** Upon approval of the application, the Real Estate Department will draft an agreement and forward to the applicant for signature. **Application does not guarantee approval.** The applicant must then return the signed document to the Real Estate Department along with the pertinent certificate of insurance outlined in the agreement. Once in receipt of these documents, the agreement will then be executed on behalf of the Railroad.

**5.0 Interference with Railroad's Operations.**

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**5.1** The Railroad's right of way is located within the limits of this project. The contractor shall take care to insure that it will not drop any debris or material on the Railroad's Property.

**5.2** The contractor shall arrange and conduct all of the contractor's work so that it causes no interference with the Railroad's operations, including train, signal, telephone, telegraphic services, damage to the Railroad's Property, poles, wires and other facilities of tenants on the Railroad's Property. Whenever the contractor's work may directly affect the operations or safety of trains, the contractor shall submit a written description of the method of doing such work to the Railroad Representative for approval, but such approval shall not relieve the contractor from liability resulting from the contractor's work. Any work to be performed by the contractor that requires flagging service shall be deferred by the contractor until the flagging services are available at the job site.

**5.3** Whenever the contractor's work upon the Railroad's Property will unavoidably cause an impediment to the Railroad's operations, such as requiring the use of runaround tracks or reduced train speed, the contractor should schedule and conduct these operations so that this impediment is reduced to the absolute minimum.

**5.4** If conditions arising from, or in connection with the work require immediate and unusual provisions to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Representative, or the Engineer if the Railroad Representative is absent, such provision is insufficient, then the Railroad Representative or Engineer may require or provide such provisions as he/she deems necessary. In any event, the contractor shall make such provisions at the contractor's expense, and without cost to the Railroad or the Commission.

**6.0 Track Clearances.** During construction, the contractor shall maintain not less than the minimum track clearances as shown on the project plans. However, before undertaking any work within the Railroad's Property and before placing any obstruction over any track, the contractor shall:

**6.1** Notify the Railroad Representative at least ten (10) days in advance of the proposed work.

**6.2** Receive assurance from the Railroad Representative that arrangements have been made for flagging service as may be necessary.

**6.3.** Receive permission from the Railroad Representative to proceed with the work, as provided in section 4.0.

**6.4.** Confirm that the Engineer has received copies of the contractor's notice to the Railroad, and of the Railroad's response.

## **7.0 Construction Procedures.**

**7.1. General.** The contractor's work on the Railroad's property shall be performed in accordance with these Railroad Requirements and shall be subject to the Railroad's inspection and review. The contractor shall submit plans that shall be signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo, for the demolition of any structure over Railroad right of way, and for temporary shoring and falsework that may affect the Railroad's facilities or traffic.

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**7.2 Excavation.** The contractor shall maintain the subgrade of an operated track with the beam edge at least 12 feet from centerline of track and not more than 26 inches below top of rail, unless the existing section fails to meet this specification, in which case the contractor shall maintain the existing section.

**8.0 Maintenance of Railroad Facilities.** Within the project limits, the contractor shall maintain Railroad's Property, including all ditches and drainage structures, free of silt or other obstructions that may result from contractor's operations. The contractor shall promptly repair eroded areas within the Railroad's Property and repair any other damage to the Railroad's Property or the Railroad's tenants. The contractor shall perform all such maintenance and repair of damages due to the contractor's operations at the contractor's expense.

## **9.0 Storage of Materials and Equipment.**

**9.1** The contractor shall obtain permission from the Railroad Representative before storing any materials or equipment anywhere on Railroad's Property. The Railroad will not ordinarily permit storage within twenty-five feet (25') from the centerline of any track, or within three hundred feet (300') from any grade crossing. The Railroad will not be liable for damage to such material and equipment from any cause, and the Railroad Representative may move such material and equipment or require the contractor to move it, at the contractor's expense.

**9.2** The contractor shall not leave unattended any grading or construction machinery parked upon Railroad's Property, unless it is effectively immobilized so that unauthorized persons cannot move such machinery.

**10.0 Cleanup.** Upon completion of the work, the contractor shall remove from within the limits of the Railroad's Property all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the contractor's and shall leave Railroad's Property in a neat condition satisfactory to the Railroad Representative.

**11.0 Damages.** The Railroad shall not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by the Railroad's traffic. However, the preceding sentence shall not exempt the Railroad from liability for any loss, damage or injury proximately caused by the Railroad's intentional misconduct or sole or gross negligence. The contractor shall directly reimburse the Railroad for any cost the Railroad reasonably incurs for repairing damages to the Railroad's Property or to property of the Railroad's tenants, caused by or resulting from the operations of the contractor relating to this project.

## **12.0 Flagging Services.**

**12.1 When Flagging is Required.** The Railroad has sole authority to determine the need for flagging to protect the Railroad's operations. Whenever the Railroad requires flagging services with reference to any of the contractor's work on this project, the contractor shall not perform any such work until all required flaggers are present at the job site.

**12.1.1** In general, the Railroad may require flagging services whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's Property, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, to prevent unreasonable risks of accidental hazard to the Railroad's operations or personnel.

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**12.1.2** Normally the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where the Railroad may assign up to three flaggers. However, if the contractor works within the distances that violate instructions given by the Railroad Representative, or performs work upon or adjacent to Railroad's Property that has not been scheduled with the Railroad Representative, the Railroad may require flagging services full time until the project is completed.

## **12.2 Scheduling and Notification of Flagging Services.**

**12.2.1** The contractor shall arrange with the Railroad all flagging services required by the Railroad to accomplish the contractor's work on this project.

**12.2.2** Before the contractor begins work on the Railroad's Property, the contractor shall furnish to the Railroad Representative and the Engineer a schedule for all work required to complete the contractor's portion of the project within the Railroad's Property and shall arrange for a job site meeting between the contractor, the Engineer, and the Railroad Representative. Until the contractor has provided its work schedule and met on-site with the Railroad Representative and the Engineer, the Railroad may withhold all flagging services from the contractor's proposed job site. Before the flagger(s) begin each day's work, the flagger(s) and the contractor shall meet to conduct a job briefing.

**12.2.3** Before the contractor first begins any work upon or adjacent to the Railroad's Property, the contractor shall give not less than thirty (30) days' advance notice to the Railroad, and to the Engineer, of its intent to begin such work. The contractor shall address all notices relating to flagging to the Railroad as follows:

Mr. Greg Feyerabend  
General Manager  
Missouri & Northern Arkansas Railroad Company, Inc.  
514 North Orner  
Carthage, MO 64836  
Email: Greg.Feyerabend@gwrr.com  
TEL: (918) 289-4861 [mobile]

**12.2.4** The Railroad usually assigns one flagger to work at the job site on a continuous basis until the contractor no longer needs flagging services. The contractor shall not call for flagging services on a spot basis. The Railroad's assigned flagger shall notify the Engineer when flagging services have begun and ended. The flagger shall give these notices immediately upon arrival at the job site on the first day, and before departing from the job site on the last day of each separate period when the Railroad provides flagging services, or as soon as possible thereafter. The Engineer shall document these notifications in the project records.

**12.2.5** After the contractor has begun work that requires flagging services, the contractor shall give not less than five (5) day's advance written notice to the Railroad before discontinuing flagging services and terminating the obligation to pay for flagging services. The contractor shall simultaneously provide a copy of this notice to the Engineer. If the contractor's work on or adjacent to the Railroad's Property is suspended at any time, or for any reason, then before the contractor resumes any work on or adjacent to the Railroad's Property, the contractor shall give advance, written notice to the Railroad and to the Engineer of its intent to resume such work. This notice shall provide sufficient details of the contractor's proposed work to enable the Railroad

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Representative to determine whether flagging services will be required before the contractor resumes its work on or adjacent to the Railroad's Property. The contractor shall give this required notice at least three (3) working days before it intends to resume such work; however, the Railroad may take up to thirty (30) days after the contractor has given this notice before resuming flagging services at the job site. The requirements of this paragraph 12.2.5 shall not apply if the suspension and resumption of the contractor's work were previously scheduled with the Railroad pursuant to paragraph 12.2.2 of these Railroad Requirements, or the suspension was caused by an emergency as provided in paragraph 12.2.6 of these Railroad Requirements.

**12.2.6** If, after the Railroad has assigned a flagger to the project site in accordance with section 12.0, any emergency requires the flagger's presence elsewhere, then the contractor shall suspend work on the Railroad's Property until the flagger is again available. Any additional costs to the contractor resulting from such delay shall be borne by the contractor and not by the Railroad.

### **12.3 Payment for Flagging Services.**

**12.3.1** The Commission will pay the Railroad directly for the cost of flagging services associated with this project by deducting the amount from the Commission's payments to the contractor.

**12.3.2** The estimated cost of flagging services is approximately \$1,200 per day, based on an 8-hour workday and a 40-hour work week. The Railroad shall charge not more than its actual cost of providing these flagging services, which includes the base pay for the flagger or flaggers who actually performed the required flagging services, the Railroad's reasonable overhead costs, and the reasonable costs actually incurred for the flagger's travel expenses, meals and lodging if required. The Railroad may charge a maximum of one-hour travel time each way per day per flagger, for travel to and from the job site. A flagger's work in excess of 8 hours per day or 40 hours per week, but not more than 12 hours per day, will result in a pay rate of \$225 per hour after 8 hours. If a flagger performs required flagging services on a holiday, then the pay rate shall be \$225 per hour for all hours worked on the holiday. The Commission also shall reimburse the Railroad for its actual expenses reasonably incurred in preparing and handling invoices to the Commission for the cost of these flagging services. The Railroad's charges to the Commission shall be in accordance with applicable provisions of the Federal Aid Policy Guide issued by the Federal Highway Administration, including all current amendments.

**12.3.3** The Railroad shall submit progress invoices to the Engineer during the time the Railroad requires flagging services. The Railroad shall submit its final invoice for flagging services to the Engineer within one hundred eighty (180) days after the contractor has notified the Railroad and the Commission that all its work over the Railroad's Property is complete, in accordance with section 18.0 below. If the Commission does not receive the Railroad's final flagging invoice within this time period, then the Railroad shall obtain payment directly from the contractor.

**12.3.4** If a dispute arises between the Railroad, the Commission and the contractor concerning the amount charged for flagging service, then the Commission may deduct the full amount of the Railroad's invoice from the contractor's payment, until the dispute is resolved.

**12.4 Flagging Complaints.** The contractor and the Railroad shall attempt to resolve any complaints concerning flagging services in a timely manner. If the contractor disputes the need for a flagger, the contractor shall notify the Railroad Engineer and the Engineer. The contractor shall confirm any verbal complaints in writing within five (5) working days, by sending a copy to the Railroad Representative and to the Engineer.

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### **13.0 Temporary Construction Grade Crossing.**

**13.1** When the contractor has no reasonable alternate method of transporting construction materials and personnel across the Railroad's track, the contractor shall make all necessary arrangements with the Railroad for the installation, maintenance and removal of one temporary grade crossing for a construction haul road including, without limitation, entering into Railroad's then current form of Temporary Private Grade Crossing Agreement. The contractor shall bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by the Railroad's personnel. The contractor shall execute the Railroad's standard Road Crossing Agreement covering terms and conditions for the temporary crossing.

**13.2** Neither the contractor nor the Railroad shall construct any crossing for use by the contractor for transporting materials or equipment across the tracks of the Railroad until the Railroad Representative specifically authorizes the installation, maintenance, necessary watching and flagging thereof and removal, which shall be done at the contractor's expense.

**14.0 Work for the Benefit of the Contractors.** The project plans show all temporary or permanent changes in wire lines or other facilities that are necessary to complete the project, or these changes will be covered by appropriate plan revisions approved by the Commission and the Railroad. If the contractor desires any further changes, the contractor shall make separate arrangements with the Railroad for those changes, at the contractor's expense.

**15.0 Cooperation and Delays.** The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants of the Railroad. In arranging a schedule, the contractor shall request information from the Railroad, and the Railroad shall promptly provide information concerning the minimum lead-time required for assembling crews and materials. The contractor shall schedule adequate time for those activities. The contractor shall not make any claim against the Railroad for hindrance or delay on account of railway traffic for:

**15.1** Any work the Railroad performs.

**15.2** Other delay incident to or necessary for the safe maintenance of railway traffic.

**15.3** Any delays due to compliance with these Railroad Requirements.

**16.0 Trainman's Walkways.** The contractor shall maintain along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 12 feet from the centerline of the track. Before the close of each workday, the contractor shall remove all temporary impediments to walkways and track drainage encroachments or obstructions that were allowed during work hours when flagging services were available. Whenever the contractor excavates or maintains any excavation near the walkway, the contractor shall install a handrail with 12 feet minimum clearance from the centerline of the track.

### **17.0 Insurance.**

**17.1 General Insurance Provisions.** The contractor shall, at its sole cost and expense, procure and continuously maintain in force during this project, the insurance coverage required under this

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section 17 until the contractor has completed all project work on the Railroad's Property, has removed all equipment and materials from the Railroad's Property, and has cleaned and restored the Railroad's Property to the satisfaction of the Engineer and the Railroad Representative. The amount of work to be performed upon, over or under the Railroad's Property is estimated to be one percent (1%) of the contractor's total bid for the project.

**17.2 Commercial General Liability Insurance.** The contractor shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$2,000,000 for each occurrence and an aggregate limit of not less than \$6,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "**Missouri & Northern Arkansas Railroad Company Property**" as the Designated Job Site.

**17.3 Business Automobile Coverage Insurance.** The contractor shall maintain business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident. The policy must contain the following endorsements, which must be stated on the certificate of insurance: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Missouri & Northern Arkansas Railroad Company Property" as the Designated Job Site; and Motor Carrier Act Endorsement - Hazardous Materials Clean Up (MCS-90) if required by law.

**17.4 Workers' Compensation and Employers' Liability Insurance.** The contractor shall maintain workers' compensation insurance coverage, with not less than the minimum statutory liability required under the workers' compensation laws of the State of Missouri. The contractor shall maintain Employers' Liability (Part B) insurance coverage with limits of at least \$500,000 for each accident, a \$500,000 disease policy limit, and \$500,000 for each employee. If the contractor is self-insured, then the contractor shall provide evidence of state approval and excess workers' compensation coverage, which must include coverage for liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable. The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Alternate Employer Endorsement" ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**17.6 Railroad Protective Liability Insurance.** The contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate limit of \$6,000,000. Before commencing any work on the Railroad's Property, the contractor shall submit the original insurance policy to the Railroad or may submit a binder stating that the required Railroad Protective Liability policy is in place until the contractor delivers the original policy to the Railroad. The contractor shall cause the Railroad Protective Liability Insurance policy to include a description of the named insured, the work, and the job site, as follows:

**17.6.1 Named Insured.** The Named Insured on the Railroad Protective Liability Insurance policy shall be Missouri & Northern Arkansas Railroad Company, Inc.

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**17.6.2 Description and Designation.** The description of the work and designation of the job site to be shown on the Railroad Protective Liability Insurance policy are as follows:

Sidewalk and approach replacements, drainage improvements, pavement replacement and bridge improvements at multiple locations along Route 66.  
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MNA Webb City Subdivision in Joplin, MO.

**17.7 Umbrella or Excess Insurance.** If the contractor utilizes umbrella or excess insurance policies, these policies must “follow form” and afford no less coverage than the primary policy.

**17.8 Pollution Liability Insurance.** The contractor shall maintain pollution liability insurance coverage, which must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000. If the scope of work as defined in this Project includes the disposal of any hazardous or non-hazardous materials from the job site, the contractor must furnish to the Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

**17.9 Other Insurance Requirements.**

**17.9.1.** Each policy required above (except workers' compensation and employers' liability) must include the Railroad and its affiliated companies, including but not limited to Genesee & Wyoming, Inc. as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to the Railroad as an additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 and CA 20 48, provide coverage for the Railroad’s negligence whether sole or partial, active or passive.

**17.9.2** Where allowable by law, the punitive damage exclusion shall be deleted, and the deletion shall be indicated on the certificate of insurance.

**17.9.3** The contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against the Railroad and its agents, officers, directors and employees, except that these waivers shall not apply to punitive damages, nor to any loss, damage or injury proximately caused by the Railroad’s intentional misconduct or sole or gross negligence. The certificate of insurance shall acknowledge these waivers.

**17.9.4** Prior to commencing any work on the Railroad's Property, the contractor shall furnish the Railroad with one or more certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Section 17.

**17.9.5** The contractor shall only obtain insurance policies written by a reputable insurance company acceptable to the Railroad, or which currently has a Best’s Insurance Guide Rating of “A-” and Class VII or better, and which is authorized to do business in the State of Missouri.

**17.9.6** The fact that insurance is obtained by the contractor or by the Railroad on behalf of the contractor will not be deemed to release or diminish the liability of the contractor, including, without limitation, liability under the indemnity provisions contained in Section 3.0 of these Railroad

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Requirements. Damages recoverable by the Railroad from the contractor or any third party will not be limited by the amount of the required insurance coverage, except to the extent of any payments the Railroad has received pursuant to insurance coverage obtained and paid for by the contractor.

**17.10 Evidence of Insurance.** The contractor shall provide evidence of insurance as required above to the addresses shown below, for review by the Commission and approval by the Railroad.

Railroad

Mr. Michael R. Morningstar  
Director of Risk Management and Claims  
Genesee & Wyoming Railroad Services, Inc.  
13901 Sutton Park Drive South  
Suite 150  
Jacksonville, FL 32224  
Phone: (904) 900-6258  
Fax: (904)223-4618

Commission

Ms. Brandi Baldwin  
State Construction & Materials Engineer  
MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

**17.11** Except as otherwise specifically provided in these Railroad Requirements, the Railroad will not accept binders as evidence of insurance, and the contractor shall provide the Railroad with the original insurance policy.

**17.12 Insurance Required of Subcontractors.** If any part of the work is sublet, the contractor shall maintain and provide evidence of similar insurance, in the same amounts as required of the prime contractor, to cover the subcontractor's operations. The Railroad will accept endorsements to the prime contractor's policies specifically naming subcontractors and describing the subcontractor's operations, for this purpose.

**17.13 Cancellation of Insurance.** The contractor and its insurers shall not cancel any of the required insurance coverage, except by permission of the Commission and the Railroad, or after thirty (30) days' written notice to the Commission and the Railroad at the addresses shown in subsection 17.10.

**18.0 Completion of Work on Railroad's Property.** The contractor shall notify Engineer and Railroad's Representative when the contractor has completed its work on Railroad's Property.

**19.0 Failure to Comply.** If the contractor violates or fails to comply with any of these Railroad Requirements, then the Railroad Engineer may require that the contractor vacate the Railroad's property and the Engineer may withhold all monies due to the contractor until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

**20.0 Payment for Cost of Compliance.** The contractor is not entitled to any separate payment for any extra cost it may incur on account of compliance with these Railroad Requirements. The contractor shall include all such costs in the contract unit price for items properly authorized in the contract.

HHHH. Prefabricated Reinforced Concrete Tee (J7S2185E)

**1.0 Description.** This work shall consist of installing reinforced concrete pipe tees of the size specified on the plans.

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**2.0 Material and Construction Requirements.** Reinforced concrete pipe tees shall be in accordance to Sections 724, 726, 1026 or as directed by the Engineer.

**3.0 Method of Measurement.** Measurement shall be made per each reinforced concrete pipe tee.

**4.0 Basis of Payment.** Payment for all labor, equipment, and materials necessary to install these reinforced concrete pipe tees shall be made and considered completely covered by the contract unit price bid for Item No. 726-99.02, "RCP Pipe Tee", per Each.

**1** **ADDED** IIII. **Quality Management** NJSP-15-22

**1.0 Quality Management.** The contractor shall provide Quality Management as specified herein to ensure the project work and materials meets or exceeds all contract requirements.

**1.1** The contractor shall provide Quality Control (QC) of the work and material, as specified herein, to ensure all work and material is in compliance with contract requirements. QC staff shall perform and document all inspection and testing. The QC inspectors and testers may be employed by the contractor, sub-contractor, or a qualified professional service provided by the contractor.

**1.2** The engineer will provide Quality Assurance (QA) inspection. The role of QA is to verify the performance of QC and provide confidence that the product will satisfy given requirements for quality.

**1.3** The contractor shall designate a person to serve as the project Quality Manager (QM). The QM shall be knowledgeable of standard testing and inspection procedures for highway and bridge construction, including a thorough understanding of the Missouri Standard Specifications. The QM shall be responsible for the implementation and execution of the Quality Management Plan and shall oversee all QC responsibilities, including all sub-contract work. The QM shall be the primary point of contact for all quality related issues and responsibilities, and shall ensure qualified QC technicians and inspectors are assigned to all work activities. The QM should be separate from the manager of the work activities to effectively manage a QC program.

**1.4** Any QC personnel determined in sole discretion of the engineer to be incompetent, derelict in their duties, or dishonest, shall at a minimum be removed from the project. Further investigation will follow with a stop work notification to be issued until the contractor submits a corrective action report that meets the approval of the engineer.

**2.0 Quality Management Plan.** The contractor shall develop, implement and maintain a Quality Management Plan (QMP) that will ensure the project quality meets or exceeds all contract requirements, and provides a record for acceptance of the work and material. A sample QMP, which shows minimum requirements, is provided on the MoDOT website at: [www.modot.org/quality](http://www.modot.org/quality).

**2.1** The QMP shall address all QC inspection and testing requirements of the work as described herein. A draft QMP shall be submitted to the Resident Engineer for review at least two weeks prior to the pre-construction conference. An approved QMP is required at least two weeks prior

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to the start of work, unless otherwise allowed by the engineer. Physical work on the project shall not begin prior to approval of the QMP by the engineer.

**2.2** The approved QMP shall be considered a contract document and any revisions to the QMP will require approval from the engineer.

**2.3** The following items shall be included in the Quality Management Plan:

- a) Organizational structure of the contractor's project management, production staff, and QC staff, specific to this project.
- b) Name, qualifications and job duties of the Quality Manager.
- c) A list of all certified QC testers who will perform QC duties on the project, including sub-contract work, and the tests in which they are certified.
- d) A list of all QC inspectors who will perform QC inspection duties on the project, including sub-contract work, and the areas of inspection that they will be assigned.
- e) A procedure for verifying documentation is accurate and complete as outlined in Section 3.
- f) A procedure describing QC Inspections as outlined in Section 4.
- g) A procedure describing QC Testing, as outlined in Section 5, including a job specific Inspection and Test Plan (ITP).
- h) A procedure describing Material Receiving as outlined in Section 6.
- i) A list of Hold Points that are not included in the checklist forms, as outlined in Section 8.
- j) A procedure for documenting and resolving Non-Conforming work as outlined in Section 9.
- k) A procedure for tracking and documenting revisions to the QMP.
- l) A list of any approved changes to the Standard Specifications or ITP, including a reference to the corresponding change order.
- m) Format for the Weekly Schedule and Work Plans as outlined in Section 10, including a list of activities that will require pre-activity meetings.

**3.0 Project Documentation.** The contractor shall establish a Document Control Procedure for producing and uploading the required Quality Management documents to a MoDOT-provided server. The document management software used by MoDOT is Microsoft SharePoint®. Contractors do not need to purchase Microsoft SharePoint®, however, it is recommended that new users acquire some basic training to better understand how to use this software. MoDOT does not provide the software training, but there are several online vendors who do. Contractors are required to use Microsoft Excel® and Microsoft Word® with some documents.

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**3.1** The contractor shall utilize the file structure and file naming convention provided by MoDOT. A sample file structure is available on the MoDOT website.

**3.2** Documents (standard forms, reports, and checklists) referenced throughout this provision are considered the minimum documentation required. They shall be obtained from MoDOT at the following web address: [www.modot.org/quality](http://www.modot.org/quality). The documents provided by MoDOT are required to be used in the original format, unless otherwise approved by the engineer. Any alteration to these forms shall be approved by the engineer.

**3.3** Timely submittal of the required documents to the MoDOT document storage location is essential to ensure payment can be processed for the completed work. Submittal of the documents is required within 12 hours of the work shift that the work was performed, or on a document-specific schedule approved by the engineer and included in the QMP.

**3.4** The contractor shall establish a verification procedure that ensures all required documents are submitted to the engineer within the specified time, and prior to the end of each pay period for the work that was completed during that period. Payment will not be made for work that does not include all required documents. Minimum documents that might be required prior to payment include: Test Reports, Inspection Checklists, Materials Receiving Reports, and Daily Inspection Reports.

**3.5** The contractor shall perform an audit at project closeout to ensure the final collection of documents is accurate and complete.

**4.0 Quality Control Inspections.** The QMP shall identify a procedure for performing QC inspections. QC inspections shall be performed for all project activities to ensure the work is in compliance with the contract, plans and specifications.

**4.1** The QM shall identify the QC inspectors assigned to each work activity. The QC inspectors shall inspect the work to ensure the work is completed in accordance with the plans and specifications, and shall document the inspection by completing the required inspection checklists, forms, and reports provided by MoDOT. Depending on the type of work, the checklists may be necessary daily, or they may follow a progressive work process. The frequency of each checklist shall be stated in the QMP. The contractor may propose alternate versions of checklists that are more specific to the work.

**4.2** A Daily Inspection Report (DIR) is required to document pertinent activity on the project each day. This report shall include a detailed diary that describes the work performed as well as observations made by the inspection staff regarding quality control. The report shall include other items such as weather conditions, location of work, installed quantities, tests performed, and a list of all subcontractors that performed work on that date. The report shall include the full name of the responsible person who filled out the report and shall be digitally signed by an authorized contractor representative.

**4.3** External fabrication of materials does not require further QC inspection if the product is currently under MoDOT inspection or an approved QC/QA program. QC inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor.

**4.4** The contractor shall measure, and document on the DIR, the quantity for all items of work that require measurement. Any calculations necessary to support the measurement shall be

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included with the documentation. The engineer will verify the measurements prior to final payment.

**5.0 Quality Control Testing.** The QMP shall identify a procedure for QC testing. The contractor shall perform testing of the work at the frequency specified in the Inspection and Test Plan (ITP).

**5.1** MoDOT will provide a standard ITP and the contractor shall modify it to include only the items of work in the contract, including adding any Job Special Provision items. The standard ITP is available on the MoDOT website at [www.modot.org/quality](http://www.modot.org/quality). The contractor shall not change the specifications, testing procedures, or the testing frequencies, from the standard ITP without approval by the engineer and issuance of a change order.

**5.2** Test results shall be recorded on the standard test reports provided by the engineer, or in a format approved by the engineer. Any test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report.

**5.3** The contractor shall ensure that all personnel who perform sampling and/or testing are certified by the MoDOT Technician Certification Program or a certification program that has been approved by MoDOT for the sampling and testing they perform.

**5.4** If necessary, an independent third party will be used to resolve any significant discrepancies between QC and QA test results. All dispute resolution testing shall be performed by a laboratory that is accredited in the AASHTO Accreditation Program in the area of the test performed. The contractor shall be responsible for the cost to employ the third party laboratory if the third party test verifies that the QA test was accurate. The Commission shall be responsible for the cost if the third party test verifies that the QC test was accurate.

**6.0 Material Receiving.** The QMP shall identify a procedure for performing material receiving. Standard material receiving forms will be provided by the engineer.

**6.1** The procedure shall address inspections for all material delivered to the site (excluding testable material such as concrete, asphalt, aggregate, etc.) for general condition of the material at the time it is delivered. The material receiving procedure shall record markings and accompanying documentation indicating the material is MoDOT accepted material (MoDOT-OK Stamp, PAL tags, material certifications, etc.).

**6.2** All required material documentation must be present at the time of delivery. If the material is not MoDOT accepted, the contractor shall notify the engineer immediately and shall not incorporate the material into the work.

**7.0 Quality Assurance.** The engineer will perform Quality Assurance inspection and testing (QA) to verify the performance of QC inspection and testing. The frequency of the QA testing will be as shown in the ITP, but may be more frequent at the discretion of the engineer. The engineer will record the results of the QA testing and inspection and will inform the contractor of any known discrepancies.

**7.1** QA is responsible for verifying the accuracy of the final quantity of all pay items in the contract. This includes taking measurements on items that require measurement and other items that are found to have appreciable errors.

**7.2** QA inspection and test results shall not be used as a substitute for QC inspection and testing.

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**7.3** QA will be available for Hold Point inspections at the times planned in the Weekly Schedule. The inspections may be re-scheduled as needed, but a minimum 24-hour advance notification from the contractor is required unless otherwise approved by the engineer.

**8.0 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 the succeeding work depends on a QA review of the preceding work before work can continue.

**8.1** A list of minimum Hold Points will be provided by the engineer and shall be included in the QMP. The engineer may make changes to the Hold Point list at any time.

**8.2** Prior to all Hold Point inspections, QC shall provide the engineer with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Material Receiving Reports for the work performed leading up to the Hold Point. 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.

**9.0 Non-Conformance Reporting.** Non-conformance reports shall be issued by the contractor for work that does not meet the contract requirements. Non-conforming work includes work, testing, materials and processes that do not meet contract requirements. The contractor shall establish a procedure for identifying and resolving non-conforming work as well as tracking the status of the reports.

**9.1** Contractor QC staff or production staff should identify non-conforming work and document the details on the Non-Conformance Report form provided by MoDOT. QA staff may also initiate a non-conformance report.

**9.2** In-progress work that does not meet the contract requirements may not require a non-conformance report if production staff is aware of the issue and corrects the problem during production. QC or QA may issue a non-conformance report for in-progress work when documentation of the deficiency is considered beneficial to the project record.

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

**9.4** For recurring non-conformance work of the same or similar nature, a written Corrective Action Request will be issued by QC or QA. The contractor shall then establish a procedure for tracking the corrective action from issuance of the request to implementation of the solution. Approval from the engineer is required prior to implementation of the proposed corrective action. The contractor shall notify the engineer after the approved corrective action has been implemented.

**10.0 Work Planning and Scheduling.** The contractor shall include Quality Management in all aspects of the work planning and scheduling. This shall include providing a Weekly Schedule, a Work Plan for each work activity, and holding pre-activity meetings for each new activity.

**10.1** A Weekly Schedule shall be provided to the engineer each week that outlines the planned project activities for the following two-week period. This schedule shall include all planned work, identification of all new activities, traffic control events, and requested Hold Point inspections for

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the period. Planned quantity of materials, along with delivery dates should also be included in the schedule.

**10.2** A Work Plan shall be submitted to the engineer at least one week prior to the pre-activity meeting. The Work Plan shall include the following: a safety plan, list of materials to be used, work sequence, defined responsibilities for QC testing and inspection personnel, and stages of work that will require Hold Point inspections.

**10.3** A pre-activity meeting is required prior to the start of each new activity. The purpose of this meeting is to discuss details of the Work Plan and schedule, including all safety precautions. Those present at the meeting shall include: the production supervisor for the activity, the Quality Manager, QC inspection and testing staff, and QA. The Quality Manager will review the defined responsibilities for QC testing and inspection personnel and will address any quality issues with the production staff. Attendees may join the meeting in person or by phone or video conference.

**11.0 Basis of Payment.** Payment for all costs associated with developing, implementing and maintaining the Quality Management Plan, providing Quality Control inspection and testing, and all other costs associated with this provision, will be considered included in the unit price of each contract item. No direct pay will be made for this provision.

**1** **ADDED** JJJJ. **Notice to Bidders of Funding by Third Party**

**1.0** Bidders are advised that the City of Joplin is required to provide substantial funds for construction of Job Numbers J7S2185C and J7S2185D.

**2.0** Bidders acknowledge that their bids are made with knowledge of and subject to the condition of the City of Joplin providing substantial funds prior to authorization of any award of a contract for this job by the 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 the Commission should the City of Joplin not provide substantial funds for any reason.

**1** **ADDED** KKKK. **Sodding and Fertilizing – SW (J7S2185C, D, F, G)**

**1.0 Description.** This work shall consist of installing sod and fertilizer in accordance with Sections 801 and 803 of the Standard Specifications.

**2.0 Construction Requirements.** Sod shall be installed at all locations as shown on the plans, or where the contractor's operations have disturbed adjacent existing grass landscapes, or as approved by the engineer. Fertilizer shall be applied to all sodded locations per Manufacturer's Recommendations. The type of sod and fertilizer shall be as noted below.

<b>Fertilizer</b>
Starter Fertilizer 12-12-12 or 10-10-10
<b>Sod</b>
Turf Type Tall Fescue

**3.0 Method of Measurement.** Measurement of sodded areas shall be made to the nearest square yard. The area required for fertilizer shall match the final area for sod. Plan quantities were estimated from sidewalk locations with adjacent grassy areas. More or less quantity of said materials may be needed depending upon construction requirements at each location. The Engineer shall verify and approve the contractor's location and quantity of newly sodded areas.

**4.0 Basis of Payment.** All costs incurred by the Contractor by reason of compliance to satisfy the above requirements shall be considered as completely covered by bid item 803-10.00A, Turf Type Tall Fescue Sodding, per square yard. There shall be no direct payment for fertilizing.

**1** **ADDED** LLLL. Contractor Furnished and Installed Closed Circuit Television (CCTV) Assembly (J7S2185B, C, D, E)

**1.0 General.**

**1.1 Description.** The contractor shall remove the existing CCTV Camera Assembly at the noted intersections (if applicable) and install a contractor furnished IP (Internet Protocol) closed circuit television (CCTV) assembly on a new 4" x 20' extension metal pole (if there is no CL type pole at the noted location; this pole shall be contractor furnished and incidental to construction) which will be mounted to the signal up-right pole, and install a contractor furnished power supply and surge protection in the new signal cabinet. The contractor shall provide cable connecting the camera to the equipment in the cabinet and to ground, set up the camera assembly, and test the camera assembly for proper operation.

**1.2 Compatibility.** All CCTV cameras must be able to integrate with the Southwest District's latest Advanced Traffic Management System (ATMS) and its related interfaces.

**2.0 Materials.**

**2.1** The camera assembly, mounting bracket, power supply, and surge suppressors shall be provided by the contractor. The cable connecting the camera to the cabinet will also be provided by the contractor.

**2.2 CCTV Camera.** All CCTV cameras purchased and installed on this project shall be selected from the list below. These are the only CCTV cameras that are tested and fully functional with the version of latest ATMS software that the Southwest District is currently operating:

<b>CCTV Manufacturer</b>	<b>Model</b>	<b>Connection Type</b>
CostarHD (formerly known as Cohu)	4220HD RISE Dome	Outdoor cat5e
WTI	Viper H.264 HD30L	Outdoor cat5e
Axis	Q6155-E Dome	Outdoor cat5e
Bosch	MIC 7000i	Outdoor cat5e

**2.3 POE Injector.** The Power Over Ethernet (POE) injector shall be of a make and model produced by the manufacturer of the camera. The POE injector shall operate on standard 120 VAC at 60 Hz electrical service and shall not be affected by transient voltages, surges, and sags normally experienced on commercial power lines. The POE injector shall have an operating

temperature range of -40 degrees F (-40 degrees C) to 158 degrees F (70 degrees C).

**2.4 Surge Protection.** The cable between the POE injector and the camera assembly shall be protected by a surge protection device in the cabinet that meets the following requirements:

- a) UL listed and labeled to current editions of UL 497B and UL 497C
- b) Operating Temperature: -20 degrees F (- 28 degrees C) to 122 degrees F (50 degrees C)
- c) Operating Humidity: 95% RH non-condensing
- d) Wall, DIN rail or 19" rack mountable
- e) Three stage protection
- f) Maximum Continuous Operating Voltage: 44-52 V
- g) Data Rate: >100 Mbps
- h) Frequency: 125 MHz
- i) Surge Capacity: 10kA per mode (8x20  $\mu$ s)
- j) Maximum Let-Through Voltage <90Vpk

**2.5 Cables.** The contractor shall provide CAT 5e outdoor rated cable to carry power, video, and camera control between the camera and POE injector. Between the POE injector and the Ethernet switch an outdoor rated CAT 5e patch cable with factory terminated connectors shall be used. These cables shall meet requirements of applicable manufacturers listed in Section 2.2 above.

**2.6 Banding.** The contractor shall provide stainless steel bands to affix the mounting bracket to the pole. The banding shall be 1-inch wide, 0.044-inch thick, stainless steel.

### **3.0 Construction Requirements.**

**3.1** The contractor shall coordinate this work as well as any ITS (Intelligent Transportation System) network changes with MoDOT Southwest District ITS Group in advance via an email to [John.Leporte@modot.mo.gov](mailto:John.Leporte@modot.mo.gov).

**3.2** The contractor shall use the latest manufacturer camera firmware.

**3.3** The contractor shall install the dome so that the pole does not block the camera's view of traffic. Unless directed differently by the engineer, install the camera in the same position as the existing camera.

**3.3.1** The CCTV camera shall be installed at a height of 30 feet above ground level, or as directed by the engineer.

**3.4** To confirm the existing camera pole is properly grounded, the contractor shall use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the pole to ground does not exceed 8 ohms. If resistance exceeds the 8 ohms threshold report to the engineer.

**3.5** The contractor shall terminate all the cables on surge protectors, install the contractor furnished power supply in the cabinet, and connect the camera power circuit to the power supply. The contractor shall connect the POE injector port to the Ethernet switch in the cabinet.

**3.6** The contractor shall restrict the camera's field of view, if necessary, so that a user cannot use the cameras to look in the windows of dwellings. To the extent that it does not interfere with the

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use of the camera for traffic management purposes, ensure that a camera cannot be used to view residential property. The camera should have clear view of all approaching traffic lanes. Prior to creating these restrictions, submit to the engineer a written description of the proposed restrictions to be installed at each camera, and the proposed method of achieving them. It shall not be possible for an operator to override these restrictions without intervention by his or her supervisor. Affixing a mask to the inside of the clear dome shall be an acceptable method to achieve this. Highlight situations in which there is a conflict between the need to protect privacy and the need to know about traffic situations. Revise the field of view restrictions as directed by the engineer.

**3.7** The contractor shall apply a rain repellent coating to the outside of the lower dome, following the coating manufacturer's instructions. The coating must be recommended by the CCTV manufacturer for use on their equipment.

#### **4.0 Acceptance Testing.**

**4.1** Upon delivery of a shipment of camera assemblies, the contractor shall conduct a visual inspection and test of the camera assemblies to check for manufacturing defects and shipping damage. The camera assembly shall be powered during this testing, and tests shall follow procedures developed by the manufacturer and approved by the engineer. The engineer will witness this testing and the contractor may witness this testing if he or she chooses. The contractor shall be responsible for replacing all defective units uncovered by this testing.

**4.2** After installing the camera assembly, the contractor shall test it using the same procedures used when the camera assemblies were delivered. In addition, the contractor shall demonstrate that the agreed upon viewing restrictions have been implemented. If the installed camera assembly fails to operate properly, and the problem cannot be fixed by changing the wiring or setup parameters, the camera assembly will be deemed defective and the contractor shall return it to the manufacturer for replacement at the contractor's expense. Except for costs borne by the manufacturer under their warranty agreement, the cost of replacement shall be borne entirely by the contractor.

**4.3** The MoDOT ITS Group will inspect this CCTV assembly installation as well as the related network devices for proper operations prior to acceptance.

**5.0 Basis of Payment.** Measurement and payment for furnishing and installing the camera assembly installation includes testing, grounding testing, and all miscellaneous hardware required for a safe, fully operational camera assembly. Payment will be made as follows:

<b>Item No.</b>	<b>Type</b>	<b>Description</b>
910-37.00	Each	CCTV Camera Assembly, Installed

 **ADDED** MMMM. ADA Compliant Moveable Barricade (J7S2185B,C, D, E)

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

**2.0 Construction Requirements.** The contractor shall use a movable barricade that meets the requirements as established by the ADA. The pedestrian barricades shall be of self-supporting

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type having a minimum length of 6 feet per unit. The face of the barricade shall not extend into adjacent sidewalk considered open for pedestrian use. The contractor will be responsible for setting and maintaining the pedestrian barricades until all of the proposed improvements have been constructed.

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

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

**1 ADDED NNNN. The Canadian Pacific Kansas City Railway Company (CPKC) Requirements**

To report an emergency on The Canadian Pacific Kansas City Railway Company right-of-way call: (800) 527-9464. This Project is located on Jasper County Route 66 on the CPKC Heavener Subdivision, MP 154.91, designated as DOT# 330052C in Joplin, MO. **Current FRA data shows 9 daytime trains and 8 nighttime trains and 0 passenger trains per day.**

**1.0 Authority of Railroad Engineer and State Engineer.**

**1.1** The authorized representative of The Canadian Pacific Kansas City Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safety of employees of The Kansas City Southern Railway Company, herein called "Railroad", the public, and the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. The Railroad designates the following individual as the Railroad Engineer for this project. Except as otherwise provided in this document, herein called "Railroad Requirements", the Missouri Highway and Transportation Commission's Contractor, herein called "Contractor", shall address all notices to the Railroad concerning this Project to the following person:

Mr. Justin Meyer  
Senior Vice President, Engineering and Mechanical  
The Kansas City Southern Railway Company  
427 West 12<sup>th</sup> Street  
Kansas City, MO 64105  
c/o Mr. Kyle Spree  
Office: (612) 468-6486  
E-mail: [kylespree@cpkcr.com](mailto:kylespree@cpkcr.com)

**1.2** The authorized representative, herein called "Engineer", of the Missouri Highways and Transportation Commission, herein called "Commission", shall have authority over all other matters as prescribed herein and in the project plans and specifications.

**1.3** The Railroad's right of way (hereinafter, "Railroad ROW") is located within this Project, which requires the Contractor to perform work on Railroad ROW. Therefore, the Contractor shall coordinate its work activities with the activities of the Railroad as required in this document.

**1.4 Indemnification of Railroad by Contractor.**

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**1.4.1** The term Contractor as used herein includes any and all subcontractors.

**1.4.2** The Contractor agrees to defend, indemnify and hold harmless Railroad, its directors, officers, employees, agents, successors and assigns from and against any injury or death of persons whomsoever or from any loss or damage to the Railroad's property, right of way, tracks and other facilities, herein called "Railroad's property," and from the Railroad's liability or loss incurred for damage to any other property in Railroad's care, custody or control in or upon Railroad's property, caused by acts or omissions of the Contractor in performing work on this Project, whether on, over, under or in the vicinity of the Railroad's property.

**1.4.3** In the event the Contractor shall fail to restore the Railroad's property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's property is called to the Contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the Contractor. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's property.

**2.0 Right of Entry.** At least forty-five (45) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor shall enter into a Right of Entry Agreement with Railroad prior to working on Railroad property. Request application for Right of Entry Agreement from:

Denise Case – Permit Manager  
JLL – Rail Practice Group  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155  
Phone: (817) 230-2614  
Email: [denise.case@am.jll.com](mailto:denise.case@am.jll.com)

Online Permit Application: [https://jllrpg.360works.com/fmi/webd/rpo\\_web\\_kcs.fmp12](https://jllrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12)

**2.1 Right of Entry Fee.** A Two Thousand Dollar (\$2,000) non-refundable fee must accompany the application, made payable to CPKC, or the application will be returned.

**3.0 Construction Requirements.** The Contractor's work on the Railroad's ROW shall be performed in accordance with these Railroad Requirements. The Contractor shall supply adequate equipment, labor and materials to perform the proposed work at the job site. The Contractor shall take special precaution and care to prevent any debris or material from falling on the Railroad's right of way. The safe operation of the Railroad shall take precedence over all work and nothing shall be done by the Contractor that will endanger the Railroad's operations. The Contractor shall protect the Railroad property from any damage resulting from the Contractor's acts or omissions during the highway Project.

**4.0 Contractor Plans and Procedures.** Before performing any excavation, demolition, blasting, lifting of structural members or construction of falsework on or over Railroad's ROW or adjacent to the Railroad's ROW that may interfere with the safe operation of the trains, the Contractor shall submit its excavation, shoring, demolition, blasting, lifting of structural members and falsework plans and relevant procedures to the Engineer for review, and to the Railroad Engineer for review and approval. These plans and procedures shall be signed and sealed by a Professional engineer licensed in the State of Missouri. However, such approval shall not relieve the Contractor from any liability relating to this Project. During the course of the Project, the Contractor shall submit

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any proposed changes to the approved plans or procedures to the Engineer for review and to the Railroad Engineer for review and approval. Any clearing and grubbing to increase the sight distance for a safer construction operation, or erection of temporary structures within the Railroad property shall not be done prior to the approval of the Railroad. The Railroad Engineer shall make a decision within 30 days. Should the Railroad Engineer deny the plans and requires a resubmittal, the Railroad Engineer shall provide approval or denial and requirement for resubmittal within 30 days after receipt of the revised plans.

**4.1** The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Section IV, Design and Construction of Shoring Adjacent to and on Railroad Right-Of-Way contained within the "KCS Guidelines for the Design and Construction of Railroad Overpasses and Underpasses".

**4.2** The Contractor shall abide by the following minimum temporary clearances during the course of construction:

- (a) 14 feet horizontal from centerline of track
- (b) 22 feet vertical above top of rail.

**4.3** The Contractor shall comply with the Railroad's rules and regulations concerning protection of persons and property and the Contractor shall consult with the Railroad Engineer concerning the Railroad's rules and regulations. Any questions arising about coordination of work between the Contractor and the Railroad Engineer or between the Contractor and others shall be taken up with the Engineer and the Contractor, Railroad Engineer and Engineer shall agree upon a method of coordination before commencing the work.

**4.4** Prior to commencing any work upon, over or under the Railroad's ROW, the Contractor shall furnish to the Railroad Engineer evidence that the Contractor's insurance is in compliance with Section 6 of this special provision.

**4.5** The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within Railroad's ROW and to repair any other damage to the property of the Railroad or its tenants which may result from Contractor's operations. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense. If the Contractor's method of erosion control differs from the approved plans, the Contractor shall submit a proposed method of erosion control and have the method reviewed by the Railroad and Commission prior to beginning any grading work on the Project site. Erosion control methods must comply with all applicable local, state and federal regulations.

**4.6** The Contractor shall, reasonably throughout each work day and at the end of each work day when performing work near the Railroad's tracks, inspect the track area and clean up any debris that may have been dropped on or within ten (10) feet of Railroad's tracks. Upon completion of the Project, the Contractor shall return the Railroad ROW and all other Railroad property to a condition equal to or better than existed prior to commencement of the work. Contractor shall remove all waste, excess materials, false work and other temporary structures, and equipment, leaving the location of the work cleaned to the reasonable satisfaction of Railroad. The Contractor shall repair to the reasonable satisfaction of Railroad Engineer, and at the Contractor's sole cost and expense, any and all damages to the Railroad's property caused during construction of the Project.

## **5.0 Site Inspections By Railroad's Designated Representative.**

**5.1** In addition to the office review of construction submittals, site inspections may be performed by Railroad's Designated Representative at milestone events during construction, including but not limited to the following:

- (a)** Preconstruction meetings.
- (b)** Excavations, shoring placement/removal, pile driving, drilling of caissons or drilled shafts adjacent to tracks.
- (c)** Reinforcement and concrete placement for near track piers.
- (d)** Erection of precast concrete or steel overpass bridge superstructure.
- (e)** Reinforcement and concrete placement of overpass bridge decks.
- (f)** Completion of the bridge structure.

**5.2** The Railroad Designated Representative can either be an employee of the Railroad or a hired outside consultant. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.

**5.3** In addition to the project schedule required by the Commission, the Contractor shall provide to the Engineer a detailed construction schedule for its work on Railroad ROW, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed on Railroad ROW. The Contractor shall submit a copy of this detailed construction schedule to Railroad's Designated Representative for review prior to the start of the work. This schedule shall also include the anticipated dates when the milestone events listed in subsection 5.1 will occur. The Contractor shall update the schedule for these milestone events as necessary, but at least monthly, and shall provide a copy of all updates to the Railroad so that site visits may be scheduled. The Commission shall reimburse the Railroad all costs associated with Site Inspection work by the Railroad.

## **6.0 Safety and Railroad Flagging.**

**6.1** The safe operation of the Railroad shall take precedence over Commission's work on, under and above the Railroad ROW. Contractor shall not, without Railroad's prior consent, come within 50 feet of Railroad's tracks. All work of the Contractor to be performed on, above, below or adjacent to the Railroad ROW shall be coordinated with Railroad so as to avoid, to the greatest extent possible, interference with railroad operations and to assure, at a minimum, sufficient advance notice to Railroad to ensure operational safety. Contractor shall be solely responsible with complying with any applicable laws, rules and regulations, including but not limited to OSHA regulations governing multi-employer work sites.

**6.2** While on the Railroad's ROW, Contractor shall comply with Railroad's rules and regulations concerning protection of persons and property. Railroad shall make its applicable rules available to the Contractor for review and copying.

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**6.3** Except as authorized by Railroad the Contractor shall not work within the “Minimum Clearance Zone” of any track. The “Minimum Clearance Zone” is defined as an area measured 50 feet, horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could under any circumstances encroach on the “Minimum Clearance Zone” of any track. A railroad flagger will also be required when any equipment or its attachment or booms, even though stationed outside the above-mentioned 50 feet of the nearest rail but within the railroad ROW, has a potential to come within the 50 feet of the nearest rail.

**6.4** Flagging services provided by a Railroad-qualified flagging contractor will be required whenever agents, employees or equipment of the Contractor or any of its contractors or subcontractors on this Project shall be within Fifty (50') of the nearest rail or if conditions as noted in item 6.3 above arise, unless specifically waived in writing by the Railroad.

**6.5** Contractor shall notify the Railroad concerning any flagging services that will be required during the course of the Project, but the Contractor shall make all arrangements for flagging protection directly with a Railroad-qualified flagging contractor. Railroad's designation of a flagging contractor as a “Railroad-qualified” flagging contractor shall be construed solely as Railroad's willingness to allow that flagging contractor to provide flagging services on Railroad's property without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of that flagging contractor. Under these Railroad Requirements, all flagging contractors utilized on the Project shall be treated solely as independent contractors of the Contractor for all purposes under these Railroad Requirements.

**6.6** The Contractor shall contract directly with any of the Railroad-qualified flagging contractors and pay them directly. The Contractor shall provide at least one month's notice prior to the first use of flaggers. Current Railroad-qualified flagging contractors are:

**Railpros Field Services**

Joel Ashcraft 417-362-9007 [joel.ashcraft@railpros.com](mailto:joel.ashcraft@railpros.com)  
Jon Norris 601-502-6985 [jon.norris@railpros.com](mailto:jon.norris@railpros.com)

**6.7** Contractor may also obtain a list of Railroad-qualified flagging contractors together with their address and telephone numbers for flagging purposes at the proposed site by written request, sent at least 30 (thirty) days in advance, by U.S. mail or by e-mail addressed to:

Mr. Kyle Spree  
Manager of Public Works  
The Canadian Pacific Kansas City Railway Company  
120 South 6<sup>th</sup> Street Suite 500  
Minneapolis, MN 55402  
Office: 612-468-6486  
E-mail: [kyle.spree@cpkc.com](mailto:kyle.spree@cpkc.com)

**6.8** Contractor shall clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Contractor of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the area where construction is occurring.

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**6.9** All railroad tracks within and adjacent to the Project site are active, and rail traffic over these facilities shall be maintained throughout the Project. Railroad signal facilities within the project limits shall be protected at all times. CPKC shall be notified if any of its facilities are in conflict with the planned work. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on the tracks. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations. Any and all costs associated with delays caused to the train traffic by the Contractor shall be reimbursed by the Contractor. The Commission or the Contractor may audit these costs.

**6.10** The Contractor shall notify Railroad of the completion of work on Railroad ROW within 30 days after the completion of work on Railroad ROW. Railroad shall inspect Railroad's property within 30 days after the Contractor has given this notice, to verify the Contractor's compliance with these Railroad Requirements. Railroad shall notify the Engineer of any outstanding issues to be addressed on Railroad ROW. Engineer will notify the Contractor of work to be completed.

**7.0 Insurance Requirements.** The amount of work to be performed upon, over or under Railroad's right of way is estimated to be one percent of the Contractor's total bid for the Project. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor shall be required to carry insurance of the following kinds:

(a) Commercial General Liability Insurance, including contractual liability and products completed/operations, against claims arising out of bodily injury, illness and death and from damage to or destruction of property of others, including loss of use thereof, with minimum limits for bodily injury and property damage of \$2,000,000 for each occurrence, with an aggregate of \$10,000,000.

1. The definition of "insured contract" shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

2. No other endorsement limiting the coverage required by paragraph (a) of section 7.0 of these Railroad Requirements shall be included on the policy with regard to the work being performed under the contract between the contractor and the Commission.

(b) Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, on all vehicles used on Railroad's property during the term of the contract between the contractor and the Commission.

(c) Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the State of Missouri. The policy shall include occupational disease to required statutory limits, employer's liability of \$1,000,000 to include FELA, if appropriate, and an "all states" endorsement.

(d) A Railroad Protective Liability policy issued in the name of the Railroad with limits of \$2,000,000 for bodily injury and property damage per occurrence, with an aggregate of \$10,000,000. The policy shall remain in force during the construction phase of the Project and shall be provided prior to start of work. The following provisions apply to the endorsements to this policy:

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1. The policy shall be endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93).

2. The policy shall be endorsed to include the Limited Seepage and Pollution Endorsement.

3. The policy shall be endorsed to remove any exclusion for punitive damages.

4. The policy shall be endorsed to include Evacuation Expense Coverage Endorsement.

5. No other endorsements restricting coverage shall be added to the policy, except as authorized by paragraph 7.1.2 of these Railroad Requirements.

6. The Contractor shall provide the original policy to the Railroad before performing any work or services under the contract between the Contractor and the Commission.

**7.1 Evidence of Insurance.** The Declarations shall include the description of operations matching the Project description in the Contractor's contract with the Commission and shall include the appropriate Commission project and contract identification numbers. The job number and Project location shall appear on the Declarations and shall include the city, state and appropriate highway designation as follows:

Route 66 Jasper County in Joplin, MO.  
Job No. J7S2185D, Bridge improvements over CPKC.  
Heavener Subdivision, MP 154.91, DOT# 330052C.

**7.1.1** The name and address of the Contractor shall appear on the Declarations. The name and address of the Commission shall be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party".

**7.1.2** Other endorsements/forms that will be accepted are:

- (a) Broad Form Nuclear Exclusion – Form IL 00 21.
- (b) 30-day Advance Notice of Non-renewal or cancellation.
- (c) Required State Cancellation Endorsement.
- (d) Quick Reference or Index Form CL/IL 240.

**7.1.3** Endorsements/forms that will NOT be acceptable are:

- (a) Any Pollution Exclusion Endorsement except CG 28 31.
- (b) Any Punitive or Exemplary Damages Exclusion.
- (c) Known injury or Damage Exclusion form CG 00 59.
- (d) Any Common Policy Conditions form.

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(e) Any other endorsement/form not specifically authorized in this special provision.

**7.1.4** If any part of the work is sublet, similar insurance and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover the subcontractor's operations on the Railroad ROW, including such operations by any Railroad-qualified flagging contractor.

**7.1.5** Prior to entry on the Railroad's ROW, the Contractor shall submit the original Railroad Protective Liability Insurance Policy to the Commission and to the Railroad at the addresses below, for review by the Commission and approval by the Railroad. In addition, the Contractor shall submit certificates of insurance evidencing the Contractor's and any subcontractor's Commercial General Liability Insurance to the Railroad and the Commission at the addresses below, for review by the Commission and approval by the Railroad. The certificates of insurance shall state that the insurance coverage shall not be suspended, voided, canceled or reduced in coverage or limits without 30 days advance written notice to the Railroad and the Commission. No work shall be permitted on the Railroad's right-of-way until the Railroad has reviewed and approved the evidence of insurance required herein.

**Railroad**

Mr. Kyle Spree  
CPKC Limited  
120 South 6<sup>th</sup> Street Suite 500  
Minneapolis, MN 55402  
P.O. Box 219335  
Kansas City, MO 64121-9335

**Commission**

Mr. Brandi Baldwin  
State Construction & Material Engineer  
MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

**8.0 Failure to Comply.** If the Contractor violates or fails to comply with any of these Railroad Requirements, then the provisions in paragraphs (a) and (b) of this section shall apply, and shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

(a) The Railroad Engineer may require that the Contractor shall vacate the Railroad's property.

(b) The Engineer may withhold all monies due to the Contractor until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

**9.0 Payment for Cost of Compliance.** No separate payment will be made for any extra cost incurred by the Contractor on account of compliance with these Railroad Requirements. The Contractor shall include all such costs in its contract unit price for other items included in its contract with the Commission.

 **ADDED** 0000. Special Provisions for Protection of BNSF Railway Company Interests

To Report an Emergency on the railroad call: (800) 832-5452  
Jasper Co. Rte. 66 near intersection with Conner Ave., Closed US DOT# 672764X BNSF crossing in Joplin, MO. **Crossing is currently closed with no tracks present.**

**1.0 Authority of Railroad Engineer and Commission's Representative.**

**1.1** The authorized representative of BNSF Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

**1.2** The authorized representative of the Missouri Highways and Transportation Commission, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the project specifications.

## **2.0 Contractor's indemnity Obligations to the Railroad.**

**2.1** The term "contractor" as used in this special provision includes any and all subcontractors. The contractor shall indemnify, defend and hold harmless the Railroad from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of whatsoever nature arising out of injury to or death of persons whomsoever, or out of damage to or destruction of property whatsoever, including, without limitation, damage to fiber optic, communication and other cable lines and systems, where such injury, death, damage or destruction results from any cause arising out of work performed by the contractor pursuant to the agreement between Railroad and the Commission for the project, and shall also release the Railroad from and shall waive any claims for injury or damage to equipment or other property, which may result from the construction, maintenance and operation of railroad tracks, wire lines, fiber optic cable, pipe lines and other facilities on said right of way of the Railroad by the contractor. **THE LIABILITY ASSUMED BY THE CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILROAD, THE RAILROAD'S AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROVEN BY ANY CLAIMANT TO HAVE BEEN PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE OR GROSS NEGLIGENCE OF THE RAILROAD.** The contractor's indemnity shall include loss of profits or revenue arising from damage or destruction to fiber optic, communication and other cable lines and systems.

**2.2** In addition to the indemnity obligations contained in the preceding paragraph, the contractor shall indemnify, defend and hold harmless the Railroad from any claims, expenses, costs, actions, demands, losses, fines, penalties, and fees, of whatsoever nature arising from, related to or connected, in whole or in part, with the following:

(a) The removal of the contractor's agents, servants, employees or invitees from the Railroad's property for safety reasons.

(b) Contractor's compliance or failure to comply with the provision of applicable law in connection with the performance of contractor's work.

## **3.0 Notice of Starting Work.**

**3.1** The contractor shall not commence any work on Railroad's right of way until the contractor has complied with the following conditions:

(a) The contractor shall be required to apply for, execute and comply with all provisions of a permit obtained by accessing the following link: <http://bnsf.railpermitting.com>

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**3.2** The Railroad's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

#### **4.0 Interference with Railroad Operations.**

**4.1** The contractor shall arrange and conduct all work so that there shall be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services; or damage to the Railroad's property; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on the Railroad's right of way. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the contractor from liability. Any work to be performed by the contractor that requires flagging service or inspection service shall be deferred by the contractor until the flagging service required by the Railroad is available at the job site.

**4.2** Whenever work within the Railroad's right of way is of such a nature that impediment to the Railroad's operations is unavoidable, such as use of runaround tracks or necessity for reduced speed, the contractor shall schedule and conduct these operations so that such impediment is reduced to the absolute minimum.

**4.3** Should conditions arising from, or in connection with the work require that immediate and unusual provisions be made to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Engineer, or the Engineer if the Railroad Engineer is absent, such provision is insufficient, the Railroad Engineer or Engineer may require or provide such provisions as deem necessary. In any event, such provisions shall be at the contractor's expense and without cost to the Railroad or the Commission.

**4.4** The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

#### **5.0 Track Clearances.**

**5.1** The minimum track clearances to be maintained by the contractor during construction are shown on the project plans. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

(a) Notify the Railroad Engineer at least 72 hours in advance of the work.

(b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.

(c) Receive permission from the Railroad Engineer to proceed with the work.

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(d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

**5.2** The contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Missouri state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

## **6.0 Construction Procedures.**

**6.1 General.** Construction work on the Railroad's property shall be:

(a) Subject to the inspection and review of the Railroad.

(b) In accordance with the Railroad's written outline of specific conditions.

(c) In accordance with this special provision.

(d) Care shall be taken to avoid damage to concrete crossing panels. Milling within two (2) feet of concrete crossing planks shall be done manually or using specific machinery for fine mill work such as a milling attachment on a skid-steer or other means and methods approved by the engineer.

**6.2 Excavation.** The subgrade of an operated track shall be maintained with the berm edge at least 12 feet from centerline of track and not more than 26 inches below top of the rail. The contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained. The contractor shall cease all work and notify the Railroad immediately before continuing excavation in the work area if obstructions are encountered which do not appear on the drawings. If the obstruction is a utility and the owner of the utility can be identified, then the contractor shall also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions. Additionally, all excavations shall be conducted in compliance with applicable Occupational Safety and Health Act regulations and, regardless of depth, shall be shored where there is any danger to tracks, structures or personnel. Any excavations, holes or trenches on the Railroad's property shall be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that Railroad's employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations shall be back filled as soon as possible.

**6.3 Excavation for Structure.** The contractor shall be required to take special precaution and care in connection with excavating, shoring pits and in driving piles for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which the tracks carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by the Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans in accordance with the Missouri Standard Specifications for Highway Construction, hereinafter called "Standard Specifications". The responsibility for the design and construction of the sheeting rests solely with the contractor. The temporary shoring along the railroad tracks shall be designed for the Cooper E80 loading.

The design shall insure that the shoring is braced or substantially secured to prevent movement. The contractor shall submit plans for the temporary shoring that shall be signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo. and then submitted for review by the Engineer.

**6.4 Demolition of Existing Structures.** The contractor shall be required to take special precaution and care in connection with demolition of existing structures. The procedure for doing such work, including need of and plans for temporary falsework, shall first be approved by Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans.

**6.5 Falsework.** The contractor shall be required to take special precaution and care to prevent any material from falling on the Railroad's right of way. The procedure for preventing material from falling, including need of and plans for temporary falsework, shall first be approved by the Railroad Engineer, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans.

#### **6.6 Blasting.**

**6.6.1** The contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to the Railroad's property. If permission for use of explosives is granted, the contractor shall be required to comply with the following:

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the contractor.

(b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

(c) No blasting shall be done without the presence of the Railroad Engineer. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed as mentioned in Section 2.2 of this job special provision, the contractor shall be required to arrange for the presence of the Railroad Engineer and such flagging as the Railroad may require.

(d) The contractor shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting, at contractor's expense, any track misalignment or other damage to the Railroad's property resulting from the blasting as directed by the Railroad Engineer. If contractor's actions result in delay of trains, the contractor shall bear the entire cost thereof.

**6.6.2** The Railroad Engineer will:

(a) Determine the approximate location of trains and advise the contractor the approximate amount of time available for the blasting operation and clean-up.

(b) Have the authority to order discontinuance of blasting if blasting is too hazardous or is not in accordance with this special provision.

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**6.7 Maintenance of Railroad Facilities.** The contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from contractor's operations. The contractor shall promptly repair eroded areas within Railroad's right of way and repair any other damage to the Railroad's property, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

**6.8 Storage of Materials and Equipment.**

**6.8.1** The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered by construction easement, contractor's permit, lease or agreement. Additionally, the contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail at-grade crossings. Further, both sides of a main track shall remain unobstructed for a distance of 10 feet from the exterior edge of the track at all times to allow for stopped train inspection.

**6.8.2** Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and with blade, pan or bucket lowered to the ground if so equipped. All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that unauthorized persons cannot move such equipment.

**6.9 Cleanup.** Upon completion of the work, the contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the contractor, and leave said right of way in a neat condition satisfactory to the Railroad Engineer.

**6.10 Buried Cable and Other Buried Facilities.**

**6.10.1** The contractor is placed on notice that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on Railroad's property or right of way. The locations of the buried Lines, pipelines or utility facilities have been included on the plans based on information from the telecommunications companies, pipeline operators, or utilities, as the case may be. The contractor shall be responsible for contacting the Railroad Engineer, the Railroad's 24-hour information number (1-800-533-2891), the telecommunications companies, pipeline operators and utilities and notifying them of any work that may damage the buried Lines, pipelines, utility facilities and/or interfere with their service. The contractor shall verify the location of all buried Lines, pipelines and utility facilities shown on the plans or marked in the field in order to establish their exact locations prior to or while doing work on the Railroad's property or right of way. The contractor shall also use all reasonable methods when working on the Railroad's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on the Railroad's property or right of way.

**6.10.2** Failure to mark or identify the buried Lines, pipelines or utility facilities will be sufficient cause for the Railroad Engineer to stop construction at no cost to the Commission or Railroad until these items are completed. The contractor shall be responsible for the rearrangement of any buried facilities, Lines, pipelines or utility facilities determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications companies, pipeline operators and utility facility owners in performing such rearrangements.

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**7.0 Damages.** The Railroad will not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by railroad traffic. Any cost incurred by the Railroad for repairing damages to Railroad's property or to property of the Railroad's tenants, licensees, easement grantees and invitees caused by or resulting from the contractor's operations shall be paid directly to the Railroad by contractor.

## **8.0 Flagging Services.**

**8.1 When Required.** Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will require one flagger per project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

## **8.2 Scheduling and Notification.**

**8.2.1** Not later than the time that approval is initially requested to begin work on the Railroad's right of way (30 days), contractor shall furnish to the Railroad and the Commission a schedule for all work required to complete the portion of the project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be scheduled until the job site meeting has been conducted and the contractor's work scheduled.

**8.2.2** The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad or an approved third Party Flagging Company. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to: [BNSFScheduling@wilsonco.com](mailto:BNSFScheduling@wilsonco.com)

**8.2.3** If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way

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until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

### **8.3 Payment.**

**8.3.1** The Contractor will pay the Railroad or appropriate flagging contractor directly for the cost of flagging services associated with the project and notify the MoDOT Resident Engineer of such payments.

**8.3.2** The Contractor shall be responsible for arranging needed flagging services as required by the Railroad to accomplish the highway improvement.

**8.3.3** The cost of flagging service is estimated at approximately \$1,600 per day based on an 8-hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging.

If flagging is provided by an approved Third-Party Flagging Company, rates and billing will be governed by the agreement set up between the Contractor and the Third-Party Flagging Company at the time the services are provided. It is the responsibility of the Contractor to ensure that billing complies with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6 §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments.

If flagging is provided by the Railroad, the charge to the contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses incurred preparing and handling invoices will also be charged to the contractor and/or the Commission. Charges to the contractor and/or the Commission by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8 hour basic day unless the flagger can be assigned to other Railroad work during the work day.

- **8.3.4** In addition to the hours of providing flagging at the construction site, the flagger hours will include, but is not limited to, travel time to and from the project, time to complete paperwork for the flagging operations and time for setting warning signs/flags for the train traffic.

### **8.4 Verification.**

**8.4.1** Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Kara Brockamp, Manager of Public Projects at (913) 551-4484. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to the BNSF Manager of Public Projects as shown in Section 2.1 of this job special provision.

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**8.4.2** The Railroad flagger assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that flagger performs such services for each separate period that services are provided. The Engineer will document such notification in the project records.

## **9.0 Haul Across Railroads.**

**9.1** Where the plans show or imply that materials of any nature must be hauled across the Railroad's tracks, unless the plans clearly show that the Commission has included arrangements for such haul in the agreement with the Railroad, the contractor shall be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's tracks. The contractor shall be required to bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by Railroad's personnel.

**9.2** No crossing may be established for use of the contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the contractor, is first obtained from the Railroad Engineer.

**10.0 Work for the Benefit of the Contractor.** All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, and are included in the agreement between the Commission and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Commission and/or the Railroad. Should the contractor desire any changes in addition to the above, then contractor shall make separate arrangements with the Railroad for same to be accomplished at the contractor's expense.

**11.0 Cooperation and Delays.** The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants, licensees, easement grantees and invitees of the Railroad. In arranging a schedule, the contractor shall ascertain, from the Railroad, the lead time required for assembling crews, materials and make due allowance. No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic for any work done by the Railroad, other delay incident to or necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

**12.0 Trainman's Walkways.** Along the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains shall be maintained extending to a line not less than 12 feet from centerline of track. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each workday. Any excavation near the walkway, the contractor shall install a handrail with a 12 feet minimum clearance from centerline of track.

**13.0 Insurance.** The amount of work to be performed upon, over or under Railroad's right of way is estimated to be 1 percent of the contractor's total bid for the project.

**13.1** In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

(a) Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

(b) Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

(c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

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- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

(d) Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railway prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

### **13.2 Other Requirements:**

**13.2.1** All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

**13.2.2** Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under contractor's care, custody or control.

**13.2.3** Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

**13.2.4** Prior to commencing the Work, contractor must furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract

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audit/folder number if available. Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railway, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

<b>Railroad:</b>	<b>Commission:</b>
BNSF Railway Company	Ms. Brandi Baldwin
P.O. Box 140528	State Construction and Materials Engineer
Kansas City, MO 64114	MoDOT
Toll Free: 877-576-2378	P.O. Box 270
Fax number: 817-840-7487	Jefferson City, MO 65102
Email: <a href="mailto:BNSF@certfocus.com">BNSF@certfocus.com</a>	
<a href="http://www.certfocus.com">www.certfocus.com</a>	

**13.2.5** Any insurance policy must be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

**13.2.6** Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

**13.2.7** If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railway as an additional insured, and requiring that the subcontractor release, defend and indemnify Railway to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railway herein.

**13.2.8** Failure to provide evidence as required by this section will entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

**13.2.9** The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway will not be limited by the amount of the required insurance coverage.

**13.2.10** For purposes of this section, Railway means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

**13.2.11** Railroad will not accept binders as evidence of insurance, the original policy shall be provided. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

- (a) Named Insured: BNSF Railway Company
- (b) Description and Designation:
  - ADA improvements.
  - Jasper County Rte. 66 near intersection with Conner Avenue

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**13.2.12** The contractor must notify BNSF Manager of Public Projects at [Kara.brockamp@bnsf.com](mailto:Kara.brockamp@bnsf.com) when applying for railroad insurance coverage.

**13.3** If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the prime contractor, shall be provided by or in behalf of the subcontractor to cover the subcontractor's operations. Endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

**13.4** All Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right of way as evidenced by the formal acceptance by the Commission. Insuring Companies may cancel insurance by permission of the Commission and Railroad or on 30 days written notice to the Railroad and Commission.

**14.0 Hazardous Materials Compliance and Reporting.** Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor's work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad's property or right of way so long as such hazardous materials or hazardous substances were not caused by (in whole or in part) contractor's work, acts or omissions. If contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

(a) Notify the Railroad's Resource Operations Center at (800) 832-5452, of such discovery.

(b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.

(c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release

**15.0 Personal Injury Reporting.** The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 352-7595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

**16.0 Failure to Comply.** In the event the contractor violates or fails to comply with any of the requirements of this special provision, the below orders will be applied. Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

(a) The Railroad Engineer may require that the contractor to vacate the Railroad's property.

(b) The Engineer may withhold all monies due to the contractor until contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

**17.0 Payment for Cost of Compliance.** No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

**1** **ADDED** PPPP. **Property Owner Agreements** (J7S2185B-F)

**1.0 Description.** The contractor shall abide by the following property owner agreements:

**1.1 Parcel 323 – Monte and Amy Vogt:**

An agreement has been made with the property owner that the contractor shall construct the driveway half at a time and maintain access to the property. The driveway is a shared driveway with Parcel 322 – Ryan Miller Insurance Agency.

**1.2 Parcel 326 – J & L Property Investment:**

An agreement has been made with the property owner that the contractor shall construct the driveway half at a time and maintain access to the property.

**1.3 Parcel 346 – J. Hipple Investments:**

An agreement has been made with the property owner that the contractor shall construct the driveways on Parcels 346 and 348 separately to maintain access to both properties.

**1.4 Parcel 348 – Hipple Investments:**

An agreement has been made with the property owner that the contractor shall construct the driveways on Parcels 346 and 348 separately to maintain access to both properties.

**1.5 Parcel 351 – Kham Luong and Thuong Nguyen:**

An agreement has been made with the property owner that the contractor shall construct Tyler Avenue half at a time and maintain access to the property.

**1.6 Parcel 358 – Affordable Motor Sports:**

An agreement has been made with the property owner that the contractor shall construct one full driveway at a time and maintain access to the property.

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

**1** **ADDED** QQQQ. Property Owner Agreements (J7S2185C)

**1.0 Description.** The contractor shall abide by the following property owner agreements:

**1.1 Parcel 399 – Jasper County Courthouse:**

An agreement has been made with the property owner that the contractor shall coordinate impacts to the sprinkler system on the south side of the existing sidewalk.

**Contact Information:**

Jay Clemens  
Jasper County Facilities Manager  
Phone: 417-818-9508  
Email: [jlemens@jaspercounty.gov](mailto:jlemens@jaspercounty.gov)

**1.2 Parcel 414 – S & C Development:**

An agreement has been made with the property owner that the contractor shall construct the parking lot half at a time to only impact half the parking stalls adjacent to Route 66 at one time.

**1.3 Parcel 418 – St Phillips Episcopal Church:**

An agreement has been made with the property owner that the contractor shall maintain access to the front entrance on Sundays.

**1.4 Parcel 339 – Ruchi 29:**

An agreement has been made with the property owner that the contractor shall keep the east entrance open until the west entrance is reconstructed.

**1.5 Parcel 440 – Children’s Haven of Southwest Missouri:**

An agreement has been made with the property owner that the contractor shall not use alley and side streets for construction staging or contractor parking. The business relies upon alley and side streets for parking.

**1.6 Parcel 441 – Thompson Capital Investments:**

An agreement has been made with the property owner that the contractor shall construct one entrance at a time and maintain access to the property.

**1.7 Parcel 442 – Liao Zhanglong and Jianyun Anna Chen:**

An agreement has been made with the property owner that the contractor shall construct one entrance at a time and maintain access to the property.

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

**1** **ADDED** RRRR. Property Owner Agreements (J7S2185D)

**1.0 Description.** The contractor shall abide by the following property owner agreements:

**1.1 Parcel 208 – Par-Lee Investments:**

An agreement has been made with the property owner that the contractor shall construct the driveway half at a time and maintain access to the property.

**1.2 Parcel 240 – R. Roper Investments:**

Job No.: J7S2185B, C, D, E, F, G  
Route: 66  
County: Jasper

An agreement has been made with the property owner that the contractor shall construct the driveway at a time. The property owner will use the side entrances during construction.

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

**1** **ADDED** SSSS. **Property Owner Agreements** (J7S2185E-G)

**1.0 Description.** The contractor shall abide by the following property owner agreements:

**1.1 Parcel 256 – 2109:**

An agreement has been made with the property owner that the contractor shall coordinate with business to maintain access to the front door during sidewalk construction.

**Contact Information:**

Bill Thomas  
General Manager  
Phone: 417-865-9664, x210

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

**1** **ADDED** TTTT. **Multi-Year, Multi-Location Project – Special Requirements**

**1.0 Description.** Whereas these projects contain work which spans the winter months, and may involve work at multiple Locations, these Special Requirements and Allowances shall apply. Locations shall be determined by the contractor with the approval of the engineer.

**2.0 Winter Shut-Down Period.** A Winter Shut-Down Period is required if all work on the project is not completed prior to December 1. The date range of the Winter Shut-Down Period shall be determined by the contractor and shall be shown on the contractor's most current Progress Schedule. The contractor's designated Winter Shut-Down Period shall begin no later than December 1 and shall end on or after March 15 of the following year. No work shall be performed during the Winter Shut-Down Period, except for maintenance work that may be required per Sec 104.7 or 105.13 unless approved by the Engineer. Regardless of the length of the Winter Shut-Down Period, all work shall be complete prior to the Contract Completion Date. All weather limitations specified elsewhere in the contract shall apply.

**3.0 Completion of Work per Location.** This contract allows work at multiple Locations, with contiguous or non-contiguous project limits defined at each Location. Once work begins at a Location, the contractor shall diligently pursue completion of the work at that Location until all work is complete. If work at a Location begins prior to the Winter Shut-Down Period, all work at that Location shall be fully completed prior to the Winter Shut-Down Period, including permanent or temporary pavement marking. Work shall not begin at a Location if the long-range forecast is not conducive for completion of all work at that Location prior to the Winter Shut-Down Period.

**3.1 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. All lanes and sidewalks shall be open, and all traffic signals shall be in full operation prior to the Winter Shut-Down Period.

Job No.: J7S2185B, C, D, E, F, G  
Route: 66  
County: Jasper

**3.1.1** If the contractor fails to complete the described work prior to the Winter Shut-Down Period, then liquidated damages as specified in the Contract Liquidated Damages job special provision shall apply until completion of the work to the satisfaction of the engineer. If the work extends beyond December 14, then Sec 108.8.1.3 (a) shall be deleted. Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

**3.2 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.

**3.3 Partial Acceptance per Location.** Upon request by the contractor, a Location of work may be evaluated by the engineer for partial acceptance in accordance with Sec 105.15.1 after completion of all work at that Location.

**4.0 Administration of Calendar Days.** The total number of Calendar Days allowed to complete the work on this project and administration of Calendar Days shall be as specified in the Contract Liquidated Damages job special provision, except as specified herein. The count of Calendar Days will be paused during the Winter Shut-Down Period. The count of Calendar Days will be paused when work is complete at all Locations in which work had begun.

**5.0 Pavement Marking.** Pavement marking shall be as specified elsewhere in the contract, except as specified herein.

**5.1 Temporary Raised Pavement Markers.** All Temporary Raised Pavement Markers shall be removed as part of the Temporary Pavement Marking prior to the Winter Shut-Down Period. If Temporary Pavement Marking is required during the Winter Shut-Down Period, the contractor shall use and maintain Temporary Pavement Marking Paint at the contractor's expense.

**5.2 Cold Weather Pavement Marking Paint.** If permanent pavement marking paint cannot be completed due to weather limitations specified in Sec 620.20.2.4, the contractor shall apply cold weather paint, as specified in Sec 620.10.6, in lieu of Class 1 Pavement Marking Paint, at no additional cost to the Commission. Retroreflectivity acceptance requirements and payment adjustments for Class 1 Pavement Marking Paint shall apply when using Cold weather paint. Cold weather paint that meets all contract requirements will be accepted in lieu of Class 1 Pavement Marking Paint and paid for as such. If retroreflectivity does not meet the minimum requirements for Class 1 Pavement Marking Paint but does meet the minimum requirements for Temporary Pavement Marking Paint, the Cold weather paint shall be considered Temporary Pavement Marking Paint and shall be re-marked with Permanent Pavement Marking Paint when temperatures allow. No payment will be made until the Permanent Pavement Marking Paint or Cold Weather Paint is accepted.

**6.0 Basis of Payment.** No additional payment will be made for compliance with these Special Requirements and Allowances provisions.

Job No.: JSR0314  
 Route: Oak Street  
 County: Jasper

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

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

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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JSR0314 JASPER COUNTY, MO DATE PREPARED: 8/11/2025
	ADDENDUM DATE: <b>R001: November 10, 2025</b>
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB  
SPECIAL PROVISION

A. General – Federal JSP-09-02L

**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 2025 Missouri Standard Plans  
For Highway Construction

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

B. **Contract Liquidated Damages**

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

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



~~Notice to Proceed: January 5, 2026  
Contract Completion Date: December 1, 2028 (J7S2185B, C, D, E, F, G)  
Contract Completion Date: December 1, 2026 (JSR0314)~~

~~Notice to Proceed: March 15, 2026 (J7S2185B, C, D, E, F, G)  
Completion Date: December 1, 2028 (J7S2185B, C, D, E, F, G)~~

~~Notice to Proceed: October 1, 2026 (JSR0314)  
Completion Date: June 1, 2027 (JSR0314)~~



**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
J7S2185B, F	560	\$3,200
J7S2185C	680	\$3,200
J7S2185D	587	\$3,200
J7S2185E, G	582	\$3,200
JSR0314	70	\$1,800

**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 **\$3,000** 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

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

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

inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

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

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

of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

**2.6 Transportation Management Plan.** The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

**3.0 Work Hour Restrictions.**

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

- Memorial Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day

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

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

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

**4.0 Detours and Lane Closures.**

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

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

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

**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

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

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

Missouri Highway Patrol - Troop D: 417-895-6868
MoDOT Customer Service: 417-895-7600
Jasper County Sheriff: 417-358-8177 Jasper County Office of Emergency Management: 417-624-0820
Carthage City Fire: 417-237-7100 Carthage City Police: 417-237-7200

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

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

**2.2** The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this

notification with 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

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

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

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

**1.1** All questions concerning the bid document preparation can be directed to the Central Office – Design as listed below.

Telephone Number: (573) 751-2876  
Email: [BCS@modot.mo.gov](mailto:BCS@modot.mo.gov)

**2.0** Upon award and execution of the contract, the successful bidder/contractor shall forward all questions and coordinate the work with the engineer listed below:

Adam Fields, Resident Engineer  
Southwest District  
2915 Doughboy Drive  
Joplin, MO 64804

Telephone Number: 417-621-6334  
Email: [adam.fields@modot.mo.gov](mailto:adam.fields@modot.mo.gov)

F. Supplemental Revisions JSP-18-01JJ

- 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.

- 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 dynamic 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, material suppliers, and service providers (e.g. hauling) 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. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

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

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

**3.1 Reporting of Test Results.** All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be

made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 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.

#### **I. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances**

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

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

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

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

J. Permanent Pavement Marking – SW

**1.0 Description.** This work shall consist of furnishing and placing permanent centerline, edge line, and lane line markings as specified, at locations shown on the plans or as approved by the engineer. This work shall be in accordance with Section 620 and specifically as follows.

**2.0 Construction Requirements.** On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips.

**3.0 Basis of Payment.** The accepted quantity of permanent pavement marking paint will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material or time necessary to complete the described work including any other incidental items.

K. ADA Material Testing Frequency Modifications JSP-23-01A

**1.0 Description.** This provision revises the Inspection and Testing Plan (ITP) for the construction of ADA compliant features to better match the nature of the work. The minimum Quality Control (QC) testing frequencies shall be as stated in these provisions.

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

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

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

**5.0 Concrete Median, Median Strip, Sidewalk, Curb Ramps, Steps and Paved Approaches.**

The required frequency shall remain as stated in ITP Sec 608 and further detailed in Sec 608.3.7.

**6.0 Concrete Curb.** (Revises ITP Sec 609 only for Concrete Curb) For concrete curb, the required frequency shall be equivalent to ITP Sec 608 (concrete median, median strip, sidewalk, curb ramps, steps, and paved approaches), and Sec 608.3.7.

L. 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.

M. ADA Compliant Moveable Barricade

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

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

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

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

N. Contractor Furnished Surveying and Staking for ADA

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

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

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

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

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

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

O. Curb Ramps and Sidewalk

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

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

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

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

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

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

P. Linear Grading for ADA Facilities

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

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

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

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

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

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

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

**4.0 Basis of Payment.** The accepted quantities of Linear Grading for ADA Facilities will be paid for at the contract unit price for item 207-99.03, Linear Grading for ADA Facilities, Linear Foot, and will be considered as full compensation for all labor, equipment, material, waste fees, disposal agreements, material acquisition, or other construction costs involved to complete the described work.

**4.1** No direct payment will be made for "REMOVAL OF IMPROVEMENTS" associated with the removal and disposal of sidewalks, curbs, curb ramps, entrances, and other incidentals required for construction of the new sidewalk and/or curb ramps.

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

Delete Sec 108.8.1.3 (a)

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

**1** ADDED R. **Sodding and Fertilizing – SW**

**1.0 Description.** This work shall consist of installing sod and fertilizer in accordance with Sections 801 and 803 of the Standard Specifications.

**2.0 Construction Requirements.** Sod shall be installed at all locations as shown on the plans, or where the contractor's operations have disturbed adjacent existing grass landscapes, or as approved by the engineer. Fertilizer shall be applied to all sodded locations per Manufacturer's Recommendations. The type of sod and fertilizer shall be as noted below.

<b>Fertilizer</b>
Starter Fertilizer 12-12-12 or 10-10-10
<b>Sod</b>
Kentucky Bluegrass

**3.0 Method of Measurement.** Measurement of sodded areas shall be made to the nearest square yard. The area required for fertilizer shall match the final area for sod. Plan quantities were estimated from sidewalk locations with adjacent grassy areas. More or less quantity of said materials may be needed depending upon construction requirements at each location. The Engineer shall verify and approve the contractor's location and quantity of newly sodded areas.

**4.0 Basis of Payment.** All costs incurred by the Contractor by reason of compliance to satisfy the above requirements shall be considered as completely covered by bid item 803-20.00A, Kentucky Bluegrass Sodding, per square yard. There shall be no direct payment for fertilizing.