

Job No.: J4P3268H
Route: Various
County: Jackson

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<i>Bartlett & West, Inc.</i> <i>601 Monroe Street</i> <i>Jefferson City, MO 65101</i> Certificate of Authority: 000167-Eng. Consultant Phone: (573) 634-3181
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J4P3268H JACKSON COUNTY, MO DATE PREPARED:
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02L

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 under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 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 JSP-13-01D

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

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

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Notice to Proceed: April 6, 2026
Contract Completion Date: November 30, 2027

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
J4P3268H – US 71	214	\$3,200
J4P3268H – US 24	19	\$2,300
J4P3268H – Route W	19	\$2,300
J4P3268H – I-435	33	\$11,400
J4P3268H – Route 150	60	\$5,400
J4P3268H – Route V	34	\$2,300

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,500** 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 contract completion date or calendar days.

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

3.1.2 World Cup. All lanes and shoulders of I-435 and US-71 shall be scheduled to be open to traffic from 12:00 noon Tuesday June 9th, 2026 to 7:00 p.m. Tuesday, July 16th, 2026 for the World Cup. All construction equipment and traffic control related items, including signs, shall be removed from MoDOT right of way during this time period as directed by the Engineer.

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

3.3 Work on US-71 requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:30 p.m. to 7:30 a.m. for this project.

3.4 Work Hour Restrictions. All lanes of traffic of Route W (Bannister Road) and MO 150 shall be open to traffic during the following hours:

Route W (Bannister Road) :

EB: 4:00 pm – 6:00 pm M-F
WB: 6:00 am – 8:00 am M-F
Weekends – No Restrictions

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MO 150:

EB: 4:00 pm – 7:00 pm M-F
WB: 6:00 am – 8:00 am M-F
Weekends – No Restrictions

3.6 Work near highway ramps requiring the closure of ramp or narrowing of ramp shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:30 p.m. to 7:30 a.m. for this project.

4.0 Detours and Lane Closures.

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

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

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

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

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

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

Missouri Highway Patrol 1 (800) 525-5555		
City of Kansas City	City of Independence	
Fire: (816) 513-4000	Fire: (816) 325-7123	

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Police: (816) 234-5111	Police: (816) 325-7300	
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2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

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

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

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

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

Christopher West, PE, Project Contact
MoDOT – Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086

Telephone Number: 573-751-2876
Email: christopher.west@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

F. Winter Months Requirements JSP-15-07A

1.0 Description. This project contains work which spans the winter months from December 1 to March 1

2.0 Work to be Completed. When the contractor ceases operations for the winter months, all sidewalks, entrances, and all other construction activities shall be completed through each town where work has been started prior to the winter shut down period. Seed growth need not be established within newly graded areas adjacent to sidewalks/entrances as long as protective erosion control blanket has been installed over all seeded areas prior to the winter shut down.

3.0 Winter Related Maintenance Activities. Liquidated damages will be assessed where construction is incomplete until such a time as all work has been finished, excluding seed growth.

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

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G. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T Distribution Mark Manion 2121 E 63rd Street Kansas City, MO 64160 (816) 772-0267 (816) 214-2322 mm256t@att.com	None	Communications
Verra Mobility (Formerly American Traffic Solutions) 1150 N. Alma School Road Mesa, AZ 85201 (480) 443-7000 info@verramobility.com	None	Traffic Signal
Spire Jordan Ngo 3025 SE Clover Drive Lees Summit, MO 64082 (816) 207-8157 Jordan.Ngo@spireenergy.com	None	Gas
Google Fiber Lauren Marcucci 908 Broadway Blvd. 6th Floor Kansas City, MO 64105 (913) 663-1900 lmarcucci@google.com	None	Communications
City of KCMO- Water Services Reza Zonnouz 4800 E. 63rd St. Kansas City, MO 64130 (816) 513-0309 reza.zonnouz@kcmo.org	None	Water
City of KCMO- Sewer Karine Papikian 4800 E. 63rd St. Kansas City, MO 64130 (816) 513-0300 Karine.Papikian@kcmo.org	None	Sewer

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City of KCMO- Traffic Sam Akula (816) 513-1313 Sam.Akula@kcmo.org	None	Traffic Signal
City of KCMO- Streetlighting Victor Pecina 5310 Municipal Avenue Kansas City, MO 64120 (816) 513-9868 Victor.Pecina@kcmo.org	None	Street Lighting
LUMEN Richard Redel 711 E. 19 th Street Kansas City, MO 64108 (816) 518-2804 Richard.Redel@lumen.com	None	Communications
Every Distribution JaaFar Fahda (816) 652-1564 (913) 484-2067 jaafar.fahda@evergy.com	None	Power
Charter Communications Alex Gulak 8221 W 119th St Overland Park, KS 66213 (816) 222-5485 (816) 520-719 Alexey.Gulak@charter.com	None	Communications
Verizon Joseph W (Joe) Bullimore Jr 10740 Nall Ave Overland Park, Kansas 66211 (913) 609-1024 joseph.bullimore@one.verizon.com	None	Communications
Unite Private Networks (UPN) Brandon Myer (816) 206-4257 Brandon.Myer@upnfiber.com	None	Communications
KCATA 1200 E. 18th Street Kansas City, MO 64108 (816) 346-0200 wehearyou@kcata.org	None	Power
City of Independence- Power & Light Ron Rodvelt 21500 E. Truman Rd Independence, MO 64056 (816) 325-7437 (816) 839-3247 rrodvelt@indepmo.org	None	Power

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City of Independence- Water Dept. Matt McLaughlin 17221 East 23rd Street South Independence, MO 64057 (816) 325-7695 mmclaughlin@indepmo.org	None	Water
Comcast Communications Jesse Plunkett (816) 918-2895 Jesse.Plunkett@comcast.com	None	Communications
TallGrass Energy 11550 Ash Street, Suite 220 Leawood, KS 66211 (888) 763-3690 tallgrassprs@korweb.com	None	Pipeline
City of Independence- Sewer Jeff Conway 14909 E. Truman Road Independence, MO 64050 (816) 325-7727 (816) 668-1700 jconway@indepmo.org	None	Sewer

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

2.0 Project Specific Provisions.

2.1 The City of Kansas City has pull boxes within the proposed sidewalk improvements that require adjustment during construction at various locations in US 71, along Truman Road and 29th Street. The specific pull boxes will be called out in locations that will be indicated in the plans. The contractor shall coordinate with the City of Kansas City and Evergy in the field for proper adjustment details.

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. Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04

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 or specified herein.

2.1 Signal Improvements.

- (a) The intersection between US 71 off-ramp and Truman Rd. (Sta. 9+00.00)
- (b) The intersection between US 71 off-ramp and 22nd St. (Sta. 2+00.00)
- (c) The intersection between Woodland Ave./Michigan Ave. and 29th St. (Sta. 1+00.00)
- (d) The intersection between Bruce R Watkins Access Rd. and 29th St. (Sta. 5+00.00)
- (e) The intersection between Michigan Ave. and 31st St. (Sta. 2+00.00)
- (f) The intersection between Euclid Ave./Bruce R Watkins Access Rd. and 31st St. (Sta. 6+00.00)
- (g) The intersection between Michigan Ave. and Linwood Blvd. (Sta. 5+00.00)
- (h) The intersection between Euclid Ave. and Linwood Blvd. (Sta. 9+00.00)
- (i) The intersection between US 71 off/on-ramp and 55th St. (Sta. 7+50.00)
- (j) The intersection between US 71 off/on-ramp and 55th St. (Sta. 10+50.00)
- (k) The intersection between US 71 off/on-ramp and 59th St. (Sta. 7+50.00)
- (l) The intersection between US 71 off/on-ramp and 59th St. (Sta. 10+00.00)
- (m) The intersection between US 71 on-ramp/access road and E Meyer Blvd. (Sta. 9+00.00)
- (n) The intersection between US 71 off-ramp/access road and E Meyer Blvd. (Sta. 12+00.00)
- (o) The intersection between US 71 off/on-ramp and E Gregory Blvd. (Sta. 7+50.00)
- (p) The intersection between US 71 off/on-ramp and E Gregory Blvd. (Sta. 11+00.00)
- (q) The intersection between I-35 off-ramp and Independence Ave. (Sta. 8+00.00)
- (r) The intersection between Route W and Summit St. (Sta. 20+00.00)
- (s) The intersection between I-435 WB ramp and Wornall Rd. (Sta. 55+00.00)
- (t) The intersection between I-435 EB ramp and Wornall Rd. (Sta. 59+00.00)
- (u) The intersection between I-435 WB ramp and State Line Rd. (Sta. 46+00.00)
- (v) The intersection between MO Route 150 and 136th St. (Sta. 13+50.00)

(w) The intersection between MO Route 150 and 138th Ter. (Sta. 32+00.00)

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.

J. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

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

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

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

3.3.2 CDWR information:

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

4.0 Work Planning and Scheduling.

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

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

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

K. Supplemental Revisions JSP-18-01KK

- 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 or Steel Products.

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both 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. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. 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 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.

106.9.1.2 "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

106.9.1.3 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.

106.9.1.3.1 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 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.

106.9.1.3.2 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.

106.9.1.3.3 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.

106.9.1.4 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.

106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.

Construction materials mean 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

106.9.3 Buy America Requirements for Manufactured Products.

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

106.9.3.1 Produced in the United States, in the case of manufactured products, means:

(A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and

(B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

106.9.3.2 (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.

“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.

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

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

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

3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative 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

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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.

L. Pavement Edge Treatment for Drop Off Conditions

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.

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

M. Access to Commercial and Private Properties

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

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

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

3.0 Liquidated Damages Specified. If the entire entrance is not complete and open to traffic within **seven (7) calendar days**, the Commission, the traveling public, and state and local police

and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per day** for each full day than an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

N. 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.

O. Indian Creek Trail Closure at State Line Road at I-435

1.0 Description. This project will involve a temporary trail closure from a connecting sidewalk to allow construction to proceed for the nearby improvements. This work includes providing all necessary temporary traffic control devices and facilitating any public notice for the closure of the trail. The trail shall not be disturbed during the complete duration of construction activities and will fully remove all temporary traffic devices upon completion of all construction activities.

2.0 Method of Measurement. No direct measurement shall be made for any work described in this provision.

3.0 Basis of Payment. No direct payment will be made for compliance with this specific provision. The total cost of any temporary traffic control devices used in this location shall be quantified on 2BS (Temporary Traffic Control Quantities) Summary of Quantities Sheet 18 of 18.

P. Miscellaneous Construction Requirements

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

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

Q. Contractor Furnished Surveying and Staking

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.

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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.

R. Cooperation Between Contractors

1.0 Description. This contract is one of several projects essential to the overall improvements along or near Route W, and I-435. Other area projects that will or may be under construction during this project are:

Job No. KU0264, Jackson County, Route W Pavement Resurfacing from State Line Road to I-435

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

3.0 Method of Measurement. No measurement will be made.

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

S. Linear Grading for Sidewalks

1.0 Description. This work shall consist of grading work necessary to bring the sidewalk to the required grade and cross section within reasonable tolerances. It shall also include the following:

(a) Grading to construct green space, sidewalks, and ramps.

2.0 Construction Requirements. The sidewalk shall be brought to the required grade and cross sections within tolerances by backsloping, ditching, removing stone and boulders from the subgrade surface, or any other work necessary, including hauling and or disposal of any excavated material.

2.1 Bituminous material, stumps, roots, rubbish or any other deleterious material shall not be placed in embankments. Where an embankment less than 2 feet high is to be constructed, all vegetative matter shall be cut and removed from the surface upon which the embankment is to be placed. The cut-over surface shall be thoroughly broken. All ditches including inlet and outlet ditches shall be cut to grades that will properly drain.

2.2 Shape existing slopes to construct new sidewalks as directed by the engineer.

3.0 Method of Measurement. Measurement of Linear Grading for Sidewalks will be made to the nearest 1/10 station for each side of the roadway.

4.0 Basis of Payment. The accepted quantity of linear grading for sidewalks will be paid for at the contract unit price for Item 207-99.03, LINEAR GRADING FOR SIDEWALKS, per station.

T. ADA Compliant Moveable Barricades

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.

U. Adjusting Manholes

1.0 Description. This work shall consist of adjusting to grade any existing manholes that are within the new sidewalk, curb ramps, paved approaches, pavements, and project grading limits that are to be constructed or replaced.

2.0 Construction Requirements. Adjustments and/or lowering of utility and any related excavation and backfill shall be constructed as approved by the Engineer. For City owned facilities, installation requirements shall be completed in accordance with the requirements stated in the City's specifications and standards. For Commission owned facilities adjustments shall conform to current Missouri Standard Specifications for Highway Construction. Adjustments shall be completed to ensure the finished sidewalks, curb ramps, paved approaches, and pavement surfaces will meet current ADA standards.

3.0 Basis of Payment. Payment for all labor, equipment, and material cost necessary for adjusting the height of existing manhole rings and lids to be flush with the surface of the sidewalk, ramp, or proposed pavement grade shall be considered completely covered by the contract unit price for Item "604-20.10, ADJUSTING MANHOLE", per EA.

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

V. Modified Type S Curb

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.

W. Property Owner Notification

1.0 Description. It shall be the Contractor's responsibility to inform and notify the adjacent property owner 48-hours prior to starting any construction activities that may impact driveway and parking lot access or occur along the frontage of the property owner's parcel, unless specified more specifically in a property owner agreement, or here. The notification shall be in written form and include the contractor's contact information, the Engineer's contact information, and an estimated schedule of work and the associated impacts.

Blue Heron Investments, LLC (Route V at STA. 322+29.20): New ADA improvements will impact the entrance of this parcel location. 816-478-9200

City of Kansas City – Ride KC (Truman Road at STA. 5+13.25 and 7+54.14): New ADA improvements will impact the entrance of this parcel location. 816-221-0660

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

X. Site Restoration

1.0 Description. Contractor shall protect and avoid damage to all private property. Contractor shall restore to its original condition any disturbed areas at sites including but not limited to pull box, conduit, sidewalk, pole base installations, damages to buildings, foundations, retaining walls, fencing, pavements, landscaping, trees, shrubs, plants, and damages to landscaping, or irrigation systems inside the easement areas shall be restored. Restoration shall be accomplished by placing material equivalent to that of the adjacent undisturbed area. Disturbed unpaved areas shall be fertilized and either seeded and mulched or sodded as directed by the engineer. The engineer will have the final authority in determining the acceptability of the restoration work.

2.0 Unless quantities and pay items for removal and subsequent replacement of improvements are contained in the plans for a specific location of removal work, no direct payment will be made for the removal and subsequent replacement of sidewalk, pavement, shoulders, islands or medians. This work will be considered as included in the various unit bid prices in the contract and no additional payment will be made.

2.1 Sidewalks and sidewalk ramps that are disturbed as described in this provision shall be replaced to meet current ADA standards.

3.0 Basis of Payment. The cost of restoration of disturbed areas will be incidental to the unit price of pole base, conduit, sidewalk, curb ramp and/or pull box. No direct payment will be made for any materials or labor, which is performed under this provision.

Y. Audible Pedestrian Push Button

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Basis of Payment. Payment for the audible signals will be for each unit per Item No. 902-49-21, "ACCESSIBLE PEDESTRIAN SIGNAL", per each. This will include all power adaptors and installation hardware needed.

Z. Pedestrian Push Button Extension

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

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

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

3.0 Basis of Payment. All costs associated with this work shall be considered completely covered by Item No. 902-99.02 "PEDESTRIAN PUSH BUTTON EXTENSION", per each

AA. Relocate Pedestrian Signal Post

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

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

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

3.0 Basis of Payment. All costs associated with this work shall be considered completely covered by Item No. 902-99.02 {3} "RELOCATE EXISTING SIGNAL POST", per each, except the base concrete, which will be paid with the standard bid item, as indicated in the plans.

BB. Relocate Countdown Pedestrian Signal Head

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

1.1 Relocation of the existing countdown pedestrian signal heads may require new mounting hardware if damaged during removal. The relocation shall conform to current Missouri Standard Specifications for Highway Construction.

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

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

3.0 Basis of Payment: All costs associated with this work shall be considered completely covered by Item No. 902-99.02 {1} "RELOCATE COUNTDOWN PEDESTRIAN SIGNAL HEAD", per each.

CC. Relocate APS Push Button

1.0 This work shall consist of relocating existing APS push buttons as indicated on the plans.

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

1.2 Existing extension shall be relocated with existing APS push button if indicated on the plans.

2.0 Method of Measurement. Measurement of the relocation of existing APS push buttons shall be made per each.

2.1 APS push buttons damaged by construction activity shall be replaced by the contractor at the contractor's expense.

3.0 Basis of Payment: All costs associated with this work shall be considered completely covered by Item No. 902-99.02 {2} "RELOCATE EXISTING APS", per each.

DD. Reset Existing Signal Post

1.0 Description. This work shall consist of removing and resetting existing pedestrian posts as indicated on the plans.

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

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

3.0 Basis of Payment. All costs associated with this work shall be considered completely covered by Item No. 902-99.02 {4} "RESET EXISTING SIGNAL POST", per each, except the base concrete and conduit connection at the base, which will be paid with the standard bid item, as indicated in the plans.

EE. Cover and Sealing of Legacy Push Button Mounting Holes

1.0 Description. This work shall consist of covering, sealing, and finishing unused pedestrian push button mounting holes in existing traffic signal poles where PBs are removed or relocated as part of Accessible Pedestrian Signal (APS) installations, in accordance with the plans, MoDOT Specifications, and these provisions.

2.0 Material.

2.1 Cover Plates and Plugs. Provide manufacturer-approved, weather-tight blanking plates or hole plugs sized to the existing hole(s). Cover plates shall be formed steel or aluminum to match the host pole material, with edges radiused to prevent cable abrasion.

2.2 Hardware. Provide stainless steel tamper-resistant fasteners with nylon or neoprene isolators/washers to prevent galvanic corrosion. Use thread-locking compound per manufacturer's recommendations.

2.3 Gaskets/Sealants. Provide UV-stable elastomeric gaskets and a non-hardening, moisture-curing, exterior-grade sealant compatible with the pole coating and plate/plug materials to achieve a watertight seal.

2.4 Coatings. Touch-up coatings shall match the existing pole finish and provide equivalent corrosion protection. For galvanized steel poles, touch-up shall comply with ASTM A780 cold galvanizing repair. For painted finishes, provide color- and sheen-matched polyurethane or equivalent system compatible with existing coatings.

3.0 Construction Requirements.

3.1 Preparation. Remove legacy PB hardware and any residual sealant; clean, de-burr, and dry the hole perimeter. Protect internal conductors and prevent debris from entering the pole. Do not enlarge existing holes unless approved by the engineer.

3.2 Installation

- a) Install the cover plate or plug centered over each hole with continuous gasket support; apply sealant to achieve a uniform, watertight compression seal without gaps or fish-mouths.
- b) Fasten with stainless hardware; torque per manufacturer's recommendations. Do not weld to the pole or perform heat-producing work on the pole.

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c) Maintain the pole's drainage and handhole functionality; do not obstruct handholes, weeps, or identification labels.

d) Where dissimilar metals are in contact, provide dielectric isolation.

3.3 Finish.

a) Remove excess sealant; restore damaged coatings and touch-up finishes to blend with adjacent areas.

b) The final condition shall be weathertight, free of sharp edges, and visually uniform.

3.4 Coordination and Submittals. Prior to installation, submit product data for cover plates/plugs, gaskets, fasteners, and coatings for approval. Coordinate locations with APS mounting to ensure compliance with ADA/MUTCD placement requirements and MoDOT standard plans, as shown on the plans and as directed by the engineer.

4.0 Method of Measurement and Basis of Payment. No separate payment will be made for covering and sealing legacy pedestrian push button mounting holes. All work, materials, labor, equipment, submittals, and incidentals necessary to complete this item are subsidiary to the contract pay item "Accessible Pedestrian Signal (APS) Push Button," complete in place.

FF. Removal and Replacement of Traffic Signs

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

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