


JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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Job No.: JNE0198
Route: O, 149, BUS 63
County: Adair

	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	Kimley-Horn 805 Pennsylvania Ave, Suite 150 Kansas City, MO 64105
	Certificate of Authority: 1512 Consultant Phone: 816-652-0350
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JNE0198 ADAIR COUNTY, MO DATE PREPARED: 12/03/2025
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.

1.1 Subproject Identification. Portions of the Contract are hereby identified as subprojects with the following assignment of Bridge Number, Route, or other location of work. This identification is done for the purpose of setting time limits for completion of each subproject and to allow partial acceptance of the work for maintenance as subprojects are completed.

Subproject	Description
A	JNE0198 – City of Novinger (Routes O and 149)
B	JNE0198 – City of Kirksville (Route BUS 63)

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: April 20, 2026
Contract Completion Date: November 1, 2026

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

Project	Calendar Days	Daily Road User Cost
JNE0198 – City of Novinger (Routes O and 149)	60	\$1,800
JNE0198 – City of Kirksville (Route BUS 63)	30	\$3,200

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 **\$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 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.

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

3.2 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.

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 State Highway Patrol, Troop B, 660-385-2132		
City of Kirksville	City of Novinger	Adair County
Fire: 660-665-3734	Fire: 660-488-7615	Sheriff: 660-665-4644
Police: 660-785-6945		
<i>All Emergencies dial 911</i>		

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.

Zachary Walker, PE, Project Contact
Northeast District
26826 US Highway 63,
Macon, MO 63552
Telephone Number 660-385-8267
Email: zachary.walker@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. 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 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. 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.

H. 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.

I. 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.

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.

J. Lump Sum Temporary Traffic Control JSP-22-01B

1.0 Delete Sec 616.11 and insert the following:

616.11 Method of Measurement. Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

2.0 Delete Sec 616.12 and insert the following:

616.12 Basis of Payment. All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.

616.12.1 Lump Sum Temporary Traffic Control. Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

616.12.1.1 Partial payments. For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum

Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.
- (c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.
- (d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

616.12.1.2 Temporary traffic control will be paid for at the contract lump sum price for Item:

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

L. Seeding and Mulching Requirements JSP-25-03

1.0 Seeding. Seeding shall be in accordance with Sec. 805 except as otherwise stated herein. Cool season grasses shall be utilized in accordance with Standard Plan 805.00.

1.1 Temporary Seeding. Temporary seeding shall be in accordance with Sec. 806.50 except as otherwise stated herein.

2.0 Mulching. Mulching shall be in accordance with Sec. 802 except as otherwise stated herein.

3.0 Method of Measurement. No measurement will be made for seeding, temporary seeding or mulching. Seeding and mulching of all disturbed areas, including any additional areas disturbed beyond what is shown on the plans, shall be considered included in the single lump sum item provided.

4.0 Basis of Payment. All labor, equipment, and materials necessary to complete all seeding, temporary seeding and mulching shall be completely covered under the lump sum price for item 805-99.01, Misc. Seeding and Mulching - Cool Season Grasses.

M. 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>
Ameren Missouri Electric 220 Kelly Ln. Louisiana, MO 63353 Leah Dittmer Phone: (573) 231-4498 Email: ldittmer@ameren.com Patrick McCarty Phone: (660) 785-2730 Email: pmccarty@ameren.com	Yes Section 2.1	Power

ATT Distriburion Justin Courtouise 507 E Main St. Union, MO 63084 Phone: (636) 448-2136 Email: jc670s@att.com	None	Communications
City of Kirksville 2001 N. Osteopathy Street Kirksville, MO 63501 Adam Dorrell Public Works Director Phone: (660) 627-1291 Email: adorrell@kirksville.gov Daniel Ferguson Utility Maintenance Superintendent Phone: (660) 627-1291 Email: dferguson@kirksville.gov	None	Water Sanitary Sewer
City of Novinger P.O. Box 277 Novinger, MO 63559 Jeff Dodson Phone: (660) 488-5383 Email: cityofnovinger@gmail.com Consultant to City of Novinger: Chayenne Cameron Phone: (309) 357-2692 Email: ccameron@bentoneng.com	Yes Section 2.2	Sewer Water
Liberty Utilities Dane Foster 916 N Green St. Kirksville, MO 63501 Phone: (573) 248-5955 Email: dane.foster@libertyutilities.com	None	Gas
Mark Twain Rural Telephone Matt Glover 48054 MO-6 Hurdland, MO 63547 Phone: (660) 423-5211 Email: mglover@marktwain.coop	None	Communications

MoDOT Northeast District Dylan Behi 1711 US 61 Hannibal, MO 63401 Phone: (573) 589-0217 Email: dylan.behl@modot.mo.gov	None	Power Signals Streetlights Communications
MNA-Bluebird Justin Rector 10024 Office Center Ave, Suite 201 St. Louis, MO 63128 Phone: (660) 795-5787 Email: justin.rector@bluebirdnetwork.com	None	Communications
Northeast Missouri Rural Telephone Kyle Rogers 718 S. West St. Green City, MO 63545 Phone: (660) 874-4111 Email: krogers@nemr.net	Yes Section 2.3	Communications
Socket Telecom Todd Pulis 2703 Clark Ln Columbia, MO 65202 Phone: (573) 818-4778 Email: tpulis@socket.net	None	Communications
Sparklight Martin Stitzer 402 North Main St Kirksville, MO 63501 Phone: (660) 665-7066 Email: martin.stitzer@sparklight.biz	None	Communications

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

2.0 Project Specific Provisions:

2.1 Ameren Missouri Electric – has an overhead electric one-phase and three-phase distribution lines throughout the project limits in Novinger.

2.1.1 Route 149 - Ameren has overhead one-phase distribution lines, (8) poles and guying from approximately station 430+05, 24' RT to 439+00, 24' RT. Ameren has overhead three-phase distribution lines, (6) poles and guying from approximately station 439+00, 24' RT to 448+25, 23' RT. These facilities require adjustment outside of the proposed sidewalk limits. Adjustment is anticipated prior to the contractor notice to proceed. There are abandoned overhead communication facilities attached to Ameren poles, Ameren will remove these facilities with the poles removal.

Ameren has overhead service line connected to an electric meter attached to wooden pole located at approximately station 440+60, 25' LT. Adair County R-1 School owns the pole and the electric meter. Adair County R-1 School has also underground electric line runs from the electric meter to feed the Adair Co. R-1 Schools sign on east side of the route. There is an overhead flashing beacon over the route attached to the wooden pole. These facilities will be removed. Ameren will remove the overhead service line. Removal of the overhead flashing beacon, wooden pole, electric meter and underground electric line have been incorporated into the contract plans. Contractor shall provide the electric meter and overhead flashing beacon to the school. Contractor shall contact Ameren Missouri Construction Hotline, (866) 992-6619, three weeks prior to requiring the removal work to be completed.

2.1.2 Route O – Ameren has service pole, located approximately 80 ft north of station 12+00. This pole requires adjustment outside of the proposed sidewalk location. Adjustment is anticipated prior to the contractor notice to proceed.

Contractors shall contact Patrick McCarty with Ameren Missouri Electric (660) 785-2730, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.2 City of Novinger - has buried water lines located along the work areas throughout Novinger, they are 48 inches in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Jeff Dodson with City of Novinger (660) 488-5383, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.2.1 Route 149 – Fire hydrants located at approximately stations 432+13, 24' RT, 439+29, 24' RT and 445+48, 24' RT will be removed. Water meters located at approximately stations 433+73, 30' RT and 445+48, 23' RT will be relocated outside the proposed sidewalk limits. Water valve located at approximately station 446+53, 24' RT will be removed. Adjustment of these facilities is anticipated prior to the contractor notice to proceed.

2.2.2 Route O - Water meter located at approximately station 7+42, 26' LT will be removed. Water meters located at approximately stations 14+30, 27' LT, 14+40, 26' LT, 15+83, 27' LT, 16+23, 29' LT, 16+93, 26' LT and 17+16, 27' LT will be relocated outside the proposed sidewalk limits. Adjustment of these facilities is anticipated prior to the contractor notice to proceed.

2.3 Northeast Missouri Rural Telephone (NEMR) – has buried communication facilities located along the work areas throughout Novinger, they are 36 inches in depth. Proposed sidewalk is near these facilities, but relocation of these facilities is not anticipated. Contractors shall contact Kyle Rogers with Northeast Missouri Rural Telephone (660) 874-4111, prior to any grading and removal operations to ensure contractor operations will not affect their facilities.

2.3.1 Route 149 – NEMR has three telephone risers located at approximately stations 435+55, 26' RT, 442+82, 24' RT and 445+56, 28' RT. These facilities require adjustment outside the proposed sidewalk limits. NEMR will replace these telephone risers with handholes at approximately stations 435+55, 442+82 and 445+56, on the east side of the proposed sidewalks. NEMR has telephone riser located at approximately station 431+34, 23' RT. NEMR will relocate this telephone riser. Adjustment of these facilities is anticipated in coordination with the work. Contractors shall contact and coordinate with Kyle Rogers, two weeks prior to requiring the adjustment work to be completed.

2.3.2 Route O – NEMR has telephone riser located at approximately station 15+84, 27' LT. NEMR will relocate this telephone riser. Adjustment of the telephone riser is anticipated in coordination with work. Contractors shall contact and coordinate with Kyle Rogers, two weeks prior to requiring the adjustment work to be completed.

N. Parcel 03 USPS Access

1.0 The contractor shall notify the USPS in Novinger, MO prior to beginning work on the entrance and sidewalk on Parcel 03. Written notification shall be made 2 weeks prior to starting the work. The contractor shall maintain access to the USPS building main lobby door during all business hours. All parking spaces on Parcel 03 shall remain open to the public for use. At least one of the entrances to the property shall remain open at all times.

USPS – Novinger, MO
214 S Frankford Ave
Novinger, MO 63559-9998
(660) 474-0052

O. 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 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 owner seven (7) calendar days prior to any area of sidewalk or entrance construction. The contractor shall 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 3500 psi prior to allowing any traffic on the concrete.

3.0 Liquidated Damages Specified. For properties with only one entrance, if the entire entrance is not complete and open to traffic within five (5) 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 **\$500.00** 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.

P. Public Street Closures

1.0 The contractor will be allowed to close the public street intersections of Frankford, Snyder, 10th, Missouri and Randolph.

Q. Reinforced Sidewalk

1.0 Description. This work shall be done in accordance with Section 608, and as shown in the Reinforced Sidewalk Detail in the proposed typical sections.

2.0 Basis of Payment. Payment for sidewalk, complete and in place, including the #4 bars for sidewalk reinforcement, will be considered completely covered by the contract unit price for Item No. 608-99.05, MISC. REINFORCED SIDEWALK (4, 8 inch), per square yard.

R. Reinforced Concrete Sidewalk and Median

1.0 Description. This work shall consist of constructing reinforced concrete sidewalk as shown in the plans. This work shall be in accordance with Sec 608.

2.0 Construction Requirements. Modifications shall be as follows:

- (a) See Standard Plans, 608.10
- (b) Standard width shall be 5 feet except when adjacent to existing curb. It shall be 6 feet at these locations.
- (c) Reinforcing steel shall be installed in the Sidewalks and Curb Ramps as noted in Special Sheet No. 1 and 2.
- (d) Concrete Median/Island height shall be 6 inches.
- (e) Concrete Curb ramps shall be 4" thick and reinforced w/ the same reinforcing steel as sidewalks.

3.0 Basis of Payment. Payment for this work, including all materials, equipment, labor and work shall be completely covered by the contract unit prices for:

Item 6081000, Concrete Median, per Square Yard
Item 6081010, Concrete Curb Ramp, per Square Yard
Item 6089905, Misc. Reinforced Concrete Sidewalk, 4 Inch, per Square Yard
Item 6089905, Misc. Reinforced Concrete Sidewalk, 8 Inch, per Square Yard

S. Concrete Curb and Gutter, Type B

1.0 Description

This work shall consist of constructing a Concrete Curb and Gutter, Type B at the locations shown on the plans, in accordance with the Standard Plans and Specifications, and as directed by the engineer.

2.0 Materials

2.1 All materials shall conform to the requirements of Section 609 of the Standard Specifications for Highway Construction.

2.2 Concrete shall meet the requirements specified in Section 501.

2.3 Reinforcement, when required, shall conform to the requirements of Section 1036.

3.0 Construction Requirements

3.1 The Concrete Curb and Gutter, Type B shall be constructed in accordance with the dimensions, lines, and grades shown on the plans or as directed by the engineer.

3.2 All work shall be performed in accordance with Section 609 of the Standard Specifications and these provisions.

3.3 The contractor shall verify all dimensions and alignment in the field before commencing construction.

3.4 The finish surface of the curb and gutter shall be smooth and uniform, and free of defects.

4.0 Method of Measurement

Measurement for the Concrete Curb and Gutter, Type B will be made along the centerline of the curb and gutter from end to end, to the nearest linear foot.

5.0 Basis of Payment

The accepted quantities of Concrete Curb and Gutter, Type B will be paid for at the contract unit price for Item No. 6099903 "Misc. (Concrete Curb and Gutter, Type B)" per linear foot. Payment shall be full compensation for furnishing all materials, labor, equipment, and incidentals necessary to complete the work as specified.

T. Macro-Synthetic Fibers for Concrete

1.0 Description. This work shall consist of producing and placing macro-synthetic fiber reinforced (MSFR) concrete as shown on the plans or as directed by the engineer. The MSFR pavement shall be in accordance with Sec 502, except as modified herein.

2.0 Materials. All materials shall be in accordance with Division 1000, Material Details, unless otherwise noted.

2.1 Macro-Synthetic Fiber. The macro-synthetic fibers shall be manufactured from virgin polyolefins (polypropylene and polyethylene) and shall comply to ASTM D7508/D7508M with the following additional criteria:

Property	Minimum Criteria
Fiber Length, in., minimum	1.50 in.
Aspect Ratio (length divided by equivalent diameter)	45-150
Relative Tensile Strength, ksi., minimum	50 ksi

2.2 Macro-Synthetic Fiber Reinforced Concrete. The MSFR concrete shall be a Type III Synthetic Fiber-Reinforced concrete mixture in accordance with ASTM C 1116.4.1.3.

2.3 Submittals. The fiber manufacturer shall submit ASTM C1609/C1609M test results from a 4000/600 psi (28-Day Compressive Strength / 28-Day Flexural Strength, respectively) mix design for MSFR concrete with a minimum equivalent flexural strength ratio ($R_{T,150}^D$) of 30 percent at the recommend fiber dosage rate. The $R_{T,150}^D$ results along with the fiber dosage rate shall be submitted with the mix design in accordance with Sec 501. Under no circumstances shall the fiber dosage rate be less than 3 pounds per cubic yard or greater than 20 pounds per cubic yard.

3.0 Construction Requirements. Fiber material shall be delivered, stored, handled, and mixed in accordance with manufacturer's guidelines. The fiber shall be added at the concrete plant at the addition rate specified in the mix design. The fiber manufacture shall be on site during the first day's production and shall specify the mixing time required to ensure adequate dispersion of the fibers and achieve a homogenous and workable mixture. All other requirements shall be in accordance with Sec 502.

4.0 Basis of Payment. No direct payment will be made to the contractor for the use of Macro-Synthetic Fiber Reinforced Concrete. All labor, equipment, and materials necessary for compliance with this provision shall be completely covered under the unit bid price for items 6081010-Concrete Curb Ramp, 6089905-Misc. Reinforced Concrete Sidewalk (4,8 Inch) and 6085008-Paved Approach (8 Inch).

U. Tree Trimming/Removal

1.0 This work includes trimming and removal of trees per standard specifications as noted on the contract plans, and to provide an ADA compliant clearance over and adjacent the pedestrian pathway. All debris resulting from tree trimming or removal operations shall be removed and disposed off the project at a location that is approved by the engineer.

2.0 Method of Measurement: All trees paid for per each tree trimmed no matter the number

of branches trimmed per tree.

3.0 Basis of Payment: All costs associated with this work shall be considered completely covered by contract unite price for Item No. 808.99.01 "Tree Removal/Trimming", lump sum.

V. Salvage of Sidewalk Slabs

1.0 Description. This work shall consist of notifying the property owner and coordinating the removal and salvage of two sidewalk slabs bearing handprints and dates located on Parcel 1 and Parcel 2.

2.0 Contractor Notification Requirement. The contractor shall provide the property owner a written notice at least two weeks (14 calendar days) prior to commencing any work in the vicinity of the specified sidewalk slabs. The written notice shall be delivered to the property owner and a copy submitted to the project engineer.

3.0 Removal Coordination.

3.1 The property owner shall be responsible for the removal of the identified sidewalk slabs within the two-week notice period provided by the contractor.

3.2 The contractor shall ensure no work affecting the specified slabs begins until the removal is completed by the property owner or the notice period has lapsed.

4.0 Safety Provisions

4.1 The contractor shall ensure the site remains safe and free of hazards to the public during the notice period.

4.2 Temporary safety barriers shall be installed if necessary to safeguard the area until the slabs are removed.

5.0 Contractor Responsibilities

5.1 The contractor shall document the provided notice and the completion of the slab removal.

5.2 Any delays caused by the property owner not removing the slabs within the specified notice period shall be documented and reported to the project engineer.

6.0 Method of Measurement and Basis of Payment. No direct payment will be made for work required under this provision. All costs for compliance shall be considered incidental to the cost of other items in the contract.

W. Modified S-Curb

1.0 Description

This work shall consist of constructing a modified S-curb at the locations shown on the plans, in accordance with the Standard Plans and Specifications, and as directed by the engineer.

2.0 Materials

2.1 All materials shall conform to the requirements of Section 609 of the Standard Specifications for Highway Construction.

2.2 Concrete shall meet the requirements specified in Section 501.

2.3 Reinforcement, when required, shall conform to the requirements of Section 1036.

3.0 Construction Requirements

3.1 The modified S-curb shall be constructed in accordance with the dimensions, lines, and grades shown on the plans or as directed by the engineer.

3.2 All work shall be performed in accordance with Section 609 of the Standard Specifications and these provisions.

3.3 The contractor shall verify all dimensions and alignment in the field before commencing construction.

3.4 The finish surface of the curb shall be smooth and uniform, and free of defects.

4.0 Method of Measurement

Measurement for the modified S-curb will be made along the centerline of the curb from end to end, to the nearest linear foot.

5.0 Basis of Payment

The accepted quantities of modified S-curb will be paid for at the contract unit price for Item No. 609-10.11 "Concrete Curb (Over 6 IN. Height) Type S" per linear foot. Payment shall be full compensation for furnishing all materials, labor, equipment, and incidentals necessary to complete the work as specified.

X. Reinstall Mailbox

1.0 Description. This work includes removal and relocation of mailboxes as noted on the contract plans. Installation of the relocated mailbox shall match the current state of the mailbox, or be approved by the engineer. If a new post is determined to be necessary the post shall match size and materials of existing mailbox.

1.1 The contractor shall also ensure that during construction operation no disruption to U.S. Postal Services is encountered to any businesses or residents along the project limits. Temporary located mailboxes may be required in order to do so and no direct payment shall be made for a temporary mailbox.

2.0 Basis of Payment. No direct payment will be made for any cost associated with this provision.

Y. 8 IN Unperforated Smooth Wall PVC Underdrain Pipe

1.0 Description

This work shall consist of furnishing and installing an 8-inch Unperforated Smooth Wall PVC Underdrain Pipe in accordance with the requirements of Section 614 of the Missouri Standard Specifications for Highway Construction and as shown on the plans.

2.0 Materials

The underdrain pipe shall be 8-inch unperforated smooth wall PVC pipe meeting MoDOT's specifications. Pipe joints shall be gasketed as specified.

3.0 Construction Requirements

3.1 Excavation and Bedding:

- Excavate the trench and prepare the bedding in accordance with MoDOT specifications.

3.2 Pipe Installation:

- Install the pipe true to line and grade.
- Join the pipes using gasketed joints.

3.3 Backfill:

- Backfill the trench with material and compact as specified by MoDOT.

3.4 Inspection:

- Ensure proper sealing and installation of the pipe.

4.0 Method of Measurement

Measurement will be made to the nearest linear foot along the centerline of the installed pipe.

5.0 Basis of Payment

Payment will be made at the contract unit price for Item No. 725-99.03 8 IN Unperforated Smooth Wall PVC Underdrain Pipe per linear foot, which includes all materials, labor, and incidentals necessary to complete the work.

Z. Misc. 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 sawcutting 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 207-99.09, Misc. 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.

AA. Detectable Pedestrian Barricade

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

2.0 Basis of Payment. Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 6169901, Misc. Lump Sum Temporary Traffic Control, per lump sum.

BB. Additional Flaggers

1.0 Description. Additional flagger(s) and appropriate construction signs shall be provided at each of the specified locations when work zone extends through the following intersections and/or approaches:

a) State Route Intersections and City Street Intersections

2.0 Basis of Payment. There will be no direct pay for all labor and equipment necessary to provide additional flaggers. All cost shall be considered completely covered under the pay items provided in the contract.

CC. Excess Material

1.0 Description. Grading work for these improvements may result in excess material. It is the Contractor's responsibility to dispose of all excess material off the right of way and easements at locations furnished by the contractor.

2.0 Basis of Payment. Payment for this work, including all materials, equipment, labor and work will be considered incidental to bid item 207-99.09, Misc. Linear Grading for ADA Facilities, per Linear Foot.

DD. Temporary Construction Easements

1.0 Description. MODOT has obtained temporary construction easements from property owners to construct improvements for the project. The residential and business property owners 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 improvements, besides those noted on the plans, located inside each temporary construction easement. The contractor will be solely responsible to repair or replace any improvements they disturb that are not specifically marked on the plans for removal.

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

EE. Flashing Beacon (Solar) over School Crossing Sign

1.0 Description. This work shall consist of furnishing and installing a solar-powered LED flasher assembly for a school crossing sign in accordance with the plans, MoDOT Standard Plans 903.03, MoDOT Engineering Policy Guide (EPG) Sections 903.18, MUTCD Section 7B, and these provisions. The roadside flasher shall include a breakaway post assembly, a flashing beacon, a control cabinet, power supply equipment, and all necessary wiring and other equipment required to complete the installation in accordance with Commission requirements. The control cabinet shall contain a flasher unit, a time clock, and other necessary control equipment.

2.0 Materials.

2.1 Flasher Unit: LED lamps meeting ITE standards for flashing beacons. Visible from a minimum of 1,000 feet in sunlight.

2.2 Solar Power System: Minimum 20-watt solar panel with adjustable tilt per manufacturer specs. Battery: Sealed, maintenance-free, capable of 7 days autonomy.

2.3 Controller: Programmable for time-based operation (school hours).

3.0 Construction Requirements. Install per manufacturer's recommendations and MoDOT Standard Plans. Position to maximize solar exposure and visibility to approaching traffic. Secure all wiring within pole; no exposed conductors. Program controller for school schedule provided by the Engineer. Verify flasher activation and visibility before acceptance.

4.0 Basis of Payment. Payment for furnishing and installing the flashing beacon assembly shall be completely covered by the contract unit price for Item No. 9039902, Misc. Flashing Beacon (Solar), Each.