

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.: JSR0326

Route: 76

County: Taney

	<p><b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p><b>Hanson Professional Services Inc.</b> <i>600 Washington Ave., Suite 950 Saint Louis, MO 63101</i></p> <p><i>Certificate of Authority: 001632 Consultant Phone: (314) 942-5291</i></p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: JSR0326 TANEY COUNTY, MO DATE PREPARED: 02/05/2026</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>	

JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02L

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages JSP-13-01D

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

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

Job No.: JSR0326

Route: 76

County: Taney

Notice to Proceed:

May 21, 2026

Contract Completion Date:

May 21, 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  
**JSR0326**

Calendar Days  
**365**

Daily Road User Cost  
**\$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 **\$2,000** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

C. Contract Liquidated Damages Specified – Roadway Full Closure

**1.0 Description.** This project will require a full closure of the roadway and detour of traffic during roadway removal and replacement. Regardless of when the full roadway closure begins, the roadway shall be open to traffic at all times except for two periods where the road closure is permitted.

Period 1 is from August 15, 2026 to December 15, 2026

Period 2 is from January 15, 2027 to May 15, 2027.

The contractor may select either period for the full roadway closure and shall complete all work to permanently reopen the roadway within that selected period. Permanently reopening the roadway shall be completion of all pay items with the exception of signage and striping. Lane closures to complete any striping and signage work shall be approved by engineer outside the period selected.

**2.0 Liquidated Damages Specified for Failure to Complete Work on Time.** If work is not complete and MO 76 is not open to traffic within 120 calendar days of closure, the Commission, the traveling public, and state and local police, and governmental authorities will be damaged in various ways, including but not limited to, 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 **\$2,000 per day** for each full day that work is not complete and MO 76 is not open to traffic in excess of the

limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure times.

**2.1** The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

**2.2** This deduction will continue until such time as the necessary work is completed and traffic is restored.

**2.3** Assessment of closure time will begin on the first day of full closure on MO 76 and continue until all lanes of traffic are open in each direction.

**2.3.1** The armament and embankment protection, road resurfacing, and any other items deemed necessary by the engineer, must be completed in full before being opened to traffic.

D. 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.

**2.6 Transportation Management Plan.** The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found in these Job Special Provisions and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

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

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

Memorial Day

Labor Day  
 Thanksgiving  
 Christmas  
 New Year's Day

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

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

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

**4.0 Detours and Lane Closures.**

**4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. Contractor furnished CMS shall be placed with approved message running 14-days prior to using lane closures on Route 76 for the following activities: installation of intersection radii pavement widening, temporary traffic signals, closing route 76/activating the detour route and any other lane closure activities. 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 14-days in advance of the work.

**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.

**E. 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: 417-895-6868		
Taney County Sheriff Department: 417-546-7250		
Taney County Emergency Management Center: 417-546-7233		
City of Branson	City of Hollister	Western Taney Fire District
Police: 417-334-3300	Police: 417-334-3000	Fire: 417-334-3440
MoDOT Customer Service: 417-895-7600 (*55 cell phone – Missouri Highway Patrol) (417-864-1160 – MoDOT Incident Response)		

**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.

F. 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.

Warner “Bud” Sherman  
 Transportation Project Manager – MoDOT Southwest District  
 3025 East Kearney Street  
 Springfield, MO 65803

Telephone Number: (417) 895-7690  
 Email: [Warner.sherman@modot.mo.gov](mailto:Warner.sherman@modot.mo.gov)

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

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

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

Jason Evenden, Resident Engineer  
MoDOT Southwest District  
251 SW Outer Road  
Branson, MO 65616

Telephone Number: 417-335-5635

Email: [jason.evenden@modot.mo.gov](mailto:jason.evenden@modot.mo.gov)

G. 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  $\pm 2.0$  percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

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

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

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

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

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

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

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

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

H. Winter Months Requirements JSP-15-07A

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

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

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

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

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

I. Guardrail Grading Requirements JSP-17-02B

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

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

a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven day counting period shall start when the first piece of safety hardware is removed.

b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.

c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.

d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device shall be provided, installed and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.

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

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

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

J. Johnson Grass Control JSP-89-01

**1.0 Description.** In compliance with Sec 107.1, the control of Johnson Grass within the entire right of way shall be the responsibility of the contractor. The contractor shall take such measures as necessary to prevent Johnson Grass growing on the right of way from reaching a stage of maturity conducive to reinfestation. The control of Johnson Grass shall be the responsibility of the contractor for as long as the contract for the work is in effect. However, on any section of work 1 mile [1.6 kilometers] or more in length which has been accepted in its entirety by the engineer for maintenance, the contractor shall not be responsible for Johnson Grass control.

**2.0 Mowing.** Mowing operations conducted as a control measure shall be performed when the grass has reached a height of from 12 inches to 15 inches [300 mm to 375 mm]. The contractor shall mow infested areas as often as necessary to control the dissemination and regrowth. In the event a noxious material is used as a control measure, the contractor shall exercise every precaution to avoid contaminating vegetation on abutting property. The contractor shall be liable for any claims resulting from damaged vegetation outside the right of way.

**3.0 Basis of Payment.** No direct payment will be made to the contractor for the cost of this work.

K. 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>
City of Hollister Utilities Chris White Utility Clerk Phone: 417-334-3262 Email: <a href="mailto:cwhite@hollistermo.gov">cwhite@hollistermo.gov</a>	None	Water, Sewer
Brightspeed Phone: 1-833-692-7773	None	Communications
Optimum 1101 Branson Landing Blvd Branson, MO 65616 Phone: 1-877-850-2069	None	Communications
MoDOT Southwest District Ryan Greer 3025 East Kearney Springfield, MO 65803 Phone: 417-733-0569 Email: <a href="mailto:ryan.greer@modot.mo.gov">ryan.greer@modot.mo.gov</a>	None	Electric, Communications, Lighting, and Traffic
Taney County Regional Sewer District 6733 East State Highway 76 Kirbyville, MO 65679 Phone: 417-544-0655 Emergency: 417-331-0578	None	Sewer
Empire District Electric Company (Acquired by Liberty Utilities) 215 W Main St Branson, MO 65616 Phone: (800) 206-2300	None	Electrical

**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 City of Hollister.** City of Hollister has electrical boxes and cables that may be in conflict with the construction of the proposed improvements within the project limits at the left side of MO 76 from the guardrail to the edge of right-of-way. The City of Hollister may use the electrical boxes and cables for holiday decorations. Any coordination needed to remove the holiday decorations to allow construction to occur shall be the responsibility of the contractor. The Contractor shall coordinate with the engineer and City of Hollister at no direct pay. The engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

L. 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 Installation of Temporary Signals –**

- (a) Temporary traffic signals to be installed at intersection of MO-76 and Coon Creek Road.
- (b) Temporary traffic signals to be installed at intersection of Route BB and Coon Creek Road

**2.2 Installation of Temporary Widening –**

- (a) Installation of temporary traffic signal at intersection of MO-76 and Coon Creek Road.
- (b) Installation of temporary traffic signal at intersection of Route BB and Coon Creek Road.
- (c) Widening to be installed at intersection of MO-76 and Coon Creek Road.
- (d) Widening to be installed at intersection of Route BB and Coon Creek Road.
- (e) Removal of temporary traffic signal at intersection of MO-76 and Coon Creek Road.
- (f) Removal of temporary traffic signal at intersection of Route BB and Coon Creek Road.

**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.

M. Law Enforcement in the Work Zone JSP-15-03

**1.0 Description.** This project has been selected for use of law enforcement personnel in the work zone to help control traffic and promote safety.

**2.0 Traffic Control Plan and Preconstruction Conference.** The contractor shall present any variations planned to the Traffic Control Plan to the engineer prior to the preconstruction conference. Law enforcement agency representatives may be present at the preconstruction conference. The preconstruction conference will include discussion about the proposed strategy for use of law enforcement in the work zone. Based upon input from the law enforcement agency personnel, the engineer and the contractor, a strategy will be developed for best use of the law enforcement hours by spacing involvement at various times and durations throughout the life of the project.

**3.0 Control of Work.** The engineer will contact the law enforcement agency and make all arrangements to schedule this work. The contractor may make suggestions to the engineer for improving the strategy at any time. The engineer will contact the law enforcement agency with any approved changes.

**3.1** The engineer will make the final decision on all aspects of law enforcement in the work zone.

**4.0 Basis of Payment.** The Commission will reimburse the law enforcement agency per terms of the agreement between the two agencies. The contractor will not be part of that agreement and will not be required to participate in the cost. No direct payment will be made to the contractor for any costs associated with this provision.

N. 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. Any traffic control for the improvements along the detour route and temporary signals installation/maintenance/removal shall be included in this item unless otherwise noted.

**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
617-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

O. 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).

P. Airport Requirements JSP-15-09

**1.0 Description.** The project is located near a public use airport or heliport or is more than 200 feet above existing ground level, which requires adherence to Federal Aviation Regulation Part 77 (FAA Reg Part 77). "Near" to a public use airport or heliport is defined as follows:

- 20,000 feet (4 miles) from an airport with a runway length of at least 3,200 feet
- 10,000 feet (2 miles) from an airport with runway length less than 3,200 feet
- 5,000 feet (1 mile) from a public use heliport

**2.0** The maximum height of the improvement and the equipment operating while performing the improvements was assumed to be 65 feet above the current travelway during the process of evaluating the project for compliance with FAA Reg Part 77.

**2.1** If the contractor's height of equipment or if the improvement itself is beyond the assumed height as indicated in Sec 2.0, the contractor will work with the resident engineer to fill out the Form 7460-1, or revise the original Form 7460-1 based upon the proposed height and resubmit, if necessary, for a determination by FAA on compliance with FAA Reg Part 77. Further

information can be found in MoDOT's Engineering Policy Guide 235.8 Airports. If the Form 7460-1 must be filed, the associated work shall not be performed prior to the FAA determination, which could take up to 45 days.

**2.2** If the contractor's height of equipment and the improvement itself is below the assumed height as indicated in Sec 2.0, no further action is necessary to fulfill the requirements set forth in FAA Reg Part 77.

**3.0 Basis of Payment.** There will be no direct payment for any work associated with this provision. Contract time extension will be given for the time necessary to obtain or revise the FAA permit. Any delays or costs incurred in obtaining the revised permit will be noncompensable.

Q. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. Linear Grading Class 2 – Modified

**1.0 Description.** Modified Linear Grading Class 2 shall consist of any necessary clearing and grubbing in accordance with Sec 201, preparing subgrade for shoulder, pavement widening, sidewalk, paved approaches, curb and gutter, roadside retaining wall, or other roadside appurtenances by excavating, compacting, fin-grading, and shaping existing shoulder and ditch for-slope, conforming to the typical section shown on the plans. It may be necessary to haul material.

**2.0 Construction Requirements.** The shoulder, pavement widening, sidewalk, curb and gutter, paved approaches, roadside retaining wall, or other roadside appurtenances shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade and fore slope. Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the Engineer. Subgrade preparation and compaction shall also be in accordance with Sections 203, 209 and 210

**2.1** Contractor shall provide Engineer with photographs showing existing conditions prior to completing any construction. Temporary improvements for grading or signals will not commence until Engineer allows.

**2.2** All ditches shall be graded to drain and maintain existing flow capacity, unless approved by the engineer. If fill material for the shoulder widening work impacts the ditch capacity, the contractor shall re-grade the backslope to maintain the flow capacity of the ditch. Fore slopes and back slopes shall be constructed at a 3:1, except as noted on the plans or approved otherwise by the engineer.

**2.3** It may be necessary to go outside the limits of the right of way to obtain additional material or to dispose of excess material. All costs for providing additional material or disposing of excess material shall be included at the contract unit price for pay item 207-99.09, Modified Linear Grading, Class 2. All contractor furnished material shall be approved by the Engineer prior to being incorporated into the project. Quarry screenings will not be considered an approved contractor furnished material.

**2.4** Included in this work is any pavement edge treatment that might be necessary to stay in compliance with the Standard Plans. The need for edge treatment is determined by the contractor's method of operations.

**3.0 Method of Measurement.** Measurement will be made to the nearest 1/10 station separately for the length of pavement edge along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest Station for the sum of all segments in accordance with Section 207.

**4.0 Basis of Payment.** Payment for Modified Linear Grading, Class 2 as described in this provision will be made at the contract unit price for:

Item Number	Description	Unit
207-99.09	Misc. {Modified Linear Grading, Class 2}	Station

S. Guardrail Requirements

**1.0 Safety Devices.** Before any guardrail, bridge approach transition sections, crashworthy end terminals or end anchors are installed, the contractor shall layout the proposed alignment in the field to check that each of these items can be installed properly based upon the standard plans and the manufacturer’s recommendations. The contractor shall notify the engineer when that field inspection of the guardrail review takes place to allow the engineer to be present at that time. In addition, the meeting shall take place before the contractor selects and orders any crashworthy end terminals or crash cushions.

**2.0 Basis of Payment.** The accepted guardrail, bridge approach transition sections, crashworthy end terminals and end anchors, complete in place, will be paid for by the contract unit bid price for the following items and will be full compensation for all labor, equipment and material to complete the above-described work:

Item Number	Description	Unit
606-10.60	MGS Guardrail	Linear Foot
606-10.74	MGS Height and Block Transition	Each

T. Drainage Maintenance During Construction

**1.0 Description.** The contractor’s attention is called to the drainage construction. The Contractor is required to maintain drainage during construction and to ensure that the existing drainage system continues to convey all storm water until the new structures and pipes are in place.

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

U. Temporary Traffic Signals

**1.0 Description.** This work shall include furnishing, installation, relocating, maintenance, powering, and removal of temporary traffic signals at intersection of MO-76 and Coon Creek Road, and the intersection of Route BB and Coon Creek Road through all phases of construction. The contractor will be required to modify as well as furnish and install additional equipment in accordance with the traffic control plan.

**2.0 Materials** This work shall conform to Sec 902.

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

- Vehicle Detection System
- Signal Heads, Type 3C (3-section head with Type I bracket)

Controller Assembly Housing (see requirements below)  
Cable, 1 Conductor, Power (8 AWG minimum)  
Cable, 12 AWG 5 or 7 conductor (for signal heads)  
Power Supply Assembly

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

**3.0 Construction Requirements.** Temporary signals shall be furnished, installed, relocated and maintained to properly handle traffic, as required at each intersection. Signals shall be installed as shown on the plans and as described in this special provision or as directed by the engineer. Exact placement of temporary signals may be adjusted to improve visibility or operations, as directed by engineer. The temporary signal shall remain connected to MoDOT's Intelligent Transportation System (ITS) network at all times, unless otherwise approved by the Engineer and MoDOT's ITS personnel.

**3.1** The temporary traffic signal installation shall be maintained by the contractor. MoDOT personnel shall not be directly involved in the installation, maintenance or timing of the signal or preempt system. Signal timing and phasing revisions shall be approved by the Engineer, but programmed by the Contractor.

**3.2** The Contractor may optionally use portable traffic signals in lieu of traffic signal installation at no additional cost to the Commission.

**3.3** The Contractor shall complete the traffic signal design. The design shall be drawn and sealed/signed by a Missouri registered professional engineer. The design shall cover all details needed for the temporary signal including wire sizes, power supply, controller, signal heads, poles, mounting hardware, any signs needed for signals, timing, detectors, etc.

**3.4** The temporary signal design shall be submitted to MoDOT before installation proceeds.

**3.5** The temporary signal installations during different phases of construction shall be maintained in operational condition until MO76 is permanently open for traffic with no longer contractor planned use of the Coon Creek Road detours.

**3.6** If the temporary signal installations become inoperable due to alternations, malfunctions or periods of shutdown for required maintenance or when one-way traffic control is required, the contractor shall provide adequate traffic control, including flaggers. In addition adequate traffic control, including flaggers, shall be provided during the startup and shut down of this installation. If the temporary signal installations become inoperable due to alternations, malfunctions or periods of shutdown for required maintenance or when one-way traffic control is required, the contractor shall provide adequate traffic control, including flaggers. In addition adequate traffic control, including flaggers, shall be provided during the startup and shut down of this installation.

Sign W020-7b, Flagger (Symbol), shall be displayed in advance of the flaggers. The contractor shall submit traffic control plans to the engineer for approval at least five (5) business days prior to implementation.

**3.7** All temporary signal equipment shall remain the property of the contractor.

**3.8** The contractor shall be responsible for arranging the electrical power needs required for the installation and operation of the temporary traffic signals with Empire District Electric Company (Acquired by Liberty Utilities) and any other electric utilities coordination or power is required from.

**4.0 Method of Measurement.** Measurement will be made per lump sum for each intersection.

**5.0 Basis of Payment.** Payment for furnishing, installation, operation, relocation, signs for temporary signal, striping for the temporary signal, signal design, signal timing, signal re-timing, operation, modification, maintenance, relocation, utility company payment for electricity and removal of all components of the temporary traffic signals, will be completely covered by a temporary traffic signal lump sum pay item per each intersection.

Item Number	Description	Unit
902-94.00	Temporary Traffic Signals: Intersection 1 (Coon Creek Road and MO-76)	L.S.
902-94.00	Temporary Traffic Signal: Intersection 2 (Coon Creek Road and MO-BB)	L.S.

V. Temporary Signal Timing

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

**2.0 Basis of Payment.** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for the Temporary Traffic Signals pay item, per lump sum for each intersection.

W. Remove and Relocate Existing Ground Mount Sign

**1.0 Description.** This item provides for relocating and mounting existing signs and those identified as "special", including any existing backing bars, of various sizes to new posts at locations shown on the plans. The Contractor shall be responsible for all existing signs, including any existing backing bars, to be relocated. During construction, if any sign, including any backing bars, to be relocated is lost, stolen, or damaged in any way, the Contractor shall be responsible for all costs.

**2.0 Construction Requirements.** The contractor shall install new sign support posts at the locations shown and then relocate and mount existing signs, including any existing backing bars, to the new posts. All work shall be in accordance with the construction requirements of Section 903.

**3.0 Method of Measurement.** Measurement will be made per each for relocating and mounting existing signs, including any existing backing bars, to new posts. Measurement for any concrete

footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

**4.0 Basis of Payment.** All costs incurred for relocating and mounting existing signs, including existing backing bars, to new posts at the locations shown, complete in place, will be paid for at the contract unit price for:

Item No.	Description	Unit
903-99.02	Misc (Remove and Relocate Existing Ground Mount Sign)	Each

X. Changeable Message Sign With Communication Interface, Contractor Furnished / Retained

**1.0 Description.** All solar powered changeable message signs, hereinafter referred to as a CMS, shall be in accordance with these specifications.

**2.0 Material.** Each CMS shall consist of an all LED (light emitting diode) matrix message board, solar/battery power supply and a user-operated interface, as specified, all mounted on a heavy duty, towable trailer.

**2.1** Each CMS shall be either full matrix or character matrix, and have the following minimum characteristics:

(a) Full Matrix – Each CMS shall be full matrix type with the capability of providing one, two, and three lines of individual changeable characters with minimum heights of 52 (1300), 28 (700), and 18 (450) inches (mm), respectively. Full matrix signs shall be capable of both static and dynamic graphics, and full display sized messages.

(b) Character Matrix (Three Line) – Each CMS shall consist of a minimum of three lines containing eight individual changeable characters per line. Each character shall be a minimum of 12 inches (300 mm) wide and 18 inches (450 mm) high.

(c) Sign firmware shall comply with the current FHWA (Federal Highway Administration) and DOT (Department of Transportation) NTCIP standards and support all NTCIP mandatory objects.

(d) Physical access to the onboard computer shall be protected by a padlock or other locking handle mechanism. Electronic access to the onboard computer shall be protected by a username and password.

**2.2** Full matrix CMS and character matrix CMS shall meet the following:

(a) The overall sign dimensions shall not be less than 72 inches (1800 mm) high by 126 inches (3150 mm) wide.

(b) The CMS shall be legible up to a distance of 650 feet (200 m) for both day and night operations and shall be visible for ½-mile (800 m) with 18-inch (450 mm) characters.

(c) When fully raised in the display position, the bottom of the CMS board shall be at least a height of 7 feet (2100 mm) from the ground and shall be able to rotate a complete 360 degrees

atop the lift mechanism. A sight tube, used to aim the CMS board to oncoming traffic, shall be installed on the CMS board or mast. The CMS shall have an electrical hydraulic lifting mechanism that includes a manual lifting and lowering relief mechanism as a backup. It also must be able to be locked into various viewing angles as determined best for the motorists by the CMS operator.

(d) All LED displays and control circuitry shall be operations from -20 F (-29 C) to 120 F (50 C). The LED's shall have a rated life of 100,000 hours. The LED's shall be ITE amber in color on a flat black background.

(e) The CMS face shall be constructed that if an individual panel or pixel fails the rest of the face shall continue to display the message.

(f) The unit shall be able to withstand a 65-mph (105-kmph) maximum road wind speed. The trailer shall be able to support the fully extended CMS board in an 80-mph (130-kmph) wind load.

(g) Solar charging system shall allow for total autonomy of 24/7/365 continuous operation.

(h) All exterior surfaces except the sign face shall be cleaned, primed, and finished with two coats of Highway Safety Orange and the sign interior itself shall be cleaned and finished with one coat of corrosion inhibiting primer and two coats of flat back. The sign face shall be covered with a rigid translucent material to prevent damage to the sign face caused by the environment.

**3.0 Construction Requirements.** Prior to placing a CMS on the project, the engineer shall verify proposed CMS location is void of conflict with another DMS or CMS locations presently established. If a conflict is present, the engineer shall contact the Traffic Management Center (TMC) at (417) 864-1160 to mitigate. If no conflict is present, the engineer shall provide the Traffic Management Center (TMC) with Job Number, Route, County, specific CMS location, and a CMS identification number that is permanently affixed to the CMS. The engineer and contractor shall verify the message displayed on the board is compliant with CMS messaging policies. The contractor shall place the CMS 6 feet (2 m) off of the right edge of shoulder at the location shown on the plans or as directed by the engineer. The CMS shall be placed so that the right side of the unit is advanced approximately 3 degrees ahead with the direction of traffic. CMS shall not be located in medians. CMS shall be delineated with a minimum of five non-metallic channelizing devices. Installation, including location and placement, shall be approved by the engineer. If needed, the contractor shall relocate the CMS as directed by the engineer.

**3.1** When not in use, the CMS shall be stored no closer than 30 feet (10 m) to the edge of pavement carrying traffic, unless it is in a properly protected area or an off-site storage area or as otherwise directed by the engineer.

**4.0 Basis of Payment.** All expenses incurred by the contractor in providing, integrating, maintaining, relocating, operating and protecting the changeable message signs as outlined above shall be paid for at the contract unit price per each.

**4.1** Cost for channelizers shall be included in the contract unit price for CMS.

**4.2** Cost of cellular phone hookup and monthly usage fee for the duration of the project shall be included in the contract unit price for CMS.

Item Number	Description	Unit
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616-99.02	Misc {NTCIP Compliant Changeable Message Sign with Communication Interface, Contractor Furnished / Retained	Each
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Y. Type 1 Aggregate for Base (8.5 In. Thick)

**1.0 Description.** This work shall consist of furnishing and installing Type 1 Aggregate for Base as shown on the plans and shall meet all requirements of Section 304.

**2.0 Basis of Payment.** The accepted quantities of Type 1 Aggregate for Base will be paid for at the contract unit price for item:

Item Number	Description	Unit
304.99-05	Misc. {Type 1 Aggregate for Base (8-In. Thick)}	S.Y.

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

Z. Type 1 Aggregate for Base

**1.0 Description.** This work shall consist of furnishing and installing Type 1 Aggregate for Base as shown on the plans and shall meet all requirements of Section 304.

**2.0 Basis of Payment.** The accepted quantities of Type 1 Aggregate for Base will be paid for at the contract unit price for item:

Item Number	Description	Unit
304.99-07	Misc. {Type 1 Aggregate for Base}	C.Y.

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

AA. Optional Pavement – Asphalt or Concrete

**1.0 Description.** This work shall consist of a pavement composed of either Portland Cement Concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

**2.0** The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

**2.1** No additional payment will be made for asphaltic concrete mix quantities to construct the required slope along the edge of the pavement, or for tack applied between lifts of asphalt.

**2.2** No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans.

**2.3** The grading shown on the plans was designed for the thicker pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

**2.4** The contractor shall comply with Sections 401 through 403 of the MoDOT Standard Specifications for the asphalt option and Sections 501 and 502 of the MoDOT Standard Specifications for the concrete option.

**2.5** Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips) and dotted lines. The pavement markings shall be in accordance with Section 620 of the MoDOT Standard Specifications. No additional payment will be made for the contrast pavement markings.

**3.0** Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14 of the MoDOT Standard Specifications. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22 Standard Specifications.

**4.0** Basis of Payment. The accepted quantity of the chosen option will be paid for by the contract unit bid price per square yard.

Item Number	Description	Unit
403-99.05	Misc. Optional Pavement – Asphalt or Concrete	Square Yard

BB. Maintenance of the Detour Route on Coon Creek Road

**1.0 Description.** This provision shall describe the maintenance requirements for the Route 76 detour onto Coon Creek Road in Hollister, Missouri.

**2.0 Existing Condition Assessment.** The Contractor shall make an assessment of the existing condition of Coon Creek Road from the junction with Missouri Route 76 on the east to the junction with Route BB on the west. Key defects or deterioration found shall be measured and recorded in a format acceptable to the Engineer. The guardrail and the bridges on Coon Creek Road within the limits of the detour shall also be visually inspected. The condition assessment shall consist of digital photographs of noted key defects and deterioration and video recording of the entire length of Coon Creek Road to be used for the Route 76 detour. The digital photographs and video recordings shall be of sufficient resolution to distinguish the existing deterioration.

**3.0 Route Maintenance.** The Contractor shall make all partial depth (including removal and replacement) or full depth pavement repairs (including saw cutting, removal, subgrade compaction and pavement replacement to Coon Creek Road as directed by the Engineer from the time the Route 76 detours is posted until Route 76 is reopened and the detour is removed. The Engineer shall have the sole authority to delineate areas to be repaired.

**3.1** Partial depth pavement repair shall include the removal and replacement of the existing pavement. Full depth pavement replacement shall include saw cutting, pavement removal,

subgrade compaction and placement of new pavement. Pavement repairs shall meet the requirements of Sec. 613.

**3.2** The Contractor shall make pavement repairs within one week of receipt of written direction from the Engineer.

**4.0 Materials.** Materials for pavement repair shall be in accordance with Sec. 613.

**5.0 Method of Measurement.** Measurement of pavement repair items shall be in accordance with Sec. 613.

**6.0 Basis of Payment.** Payment for the condition assessment of the existing pavement will be considered completely covered by the contract price for other items. Payment for the full depth, and partial depth pavement repairs shall be considered completely covered by the contract unit prices.

CC. Early Notice to Proceed

**1.0 Description.** The contractor will be given a notice to proceed date for this project, as stipulated in Section B - Contract Liquidated Damages of the Job Special Provisions. All contracts shall be executed and returned to the Commission by or before the end of the day on the business day prior, in order to commence work on the Notice to Proceed date.

**2.0** Upon award, the contract will be distributed electronically by the Commission for execution through DocuSign®.

**3.0** As part of the contract execution process, the contractor shall complete and deliver the listed original documents/forms immediately following award of the contract. These documents will be provided through Bid Express®/BidX® correspondence immediately following Commission award. A checklist with instructions on how to complete these documents will be provided with said award correspondence. In order to expedite contract execution, contractors are encouraged to follow the instructions on the checklist. Inquiries related to completing the listed documents may be directed to Rodney Braman (573-751-9253, [Rodney.Braman@modot.mo.gov](mailto:Rodney.Braman@modot.mo.gov)).

Contract Bond Form (with associated Power of Attorney form)

Contractor Acknowledgement Form

Workers Eligibility Verification Affidavit

**4.0** The contractor shall deliver the original documents to the address listed below and notify Rodney Braman ([Rodney.Braman@modot.mo.gov](mailto:Rodney.Braman@modot.mo.gov)) at the time the documents are delivered.

**5.0** Potential Bidders without a current MoDOT issued DocuSign® access code shall notify Ryan Martin prior to the bid to determine the necessary steps to establish a Contractor specific access code. If another MoDOT District Office location other than the one listed below is more convenient, please contact Ryan Martin.

CENTRAL OFFICE

Ryan Martin

Bidding and Contract Services Engineer

105 West Capitol

Jefferson City, MO 65102-0270  
Phone: (573) 526-2923  
Email: [Ryan.Martin@modot.mo.gov](mailto:Ryan.Martin@modot.mo.gov)

DD. Restrictions for Federally Protected Bat Species

**1.0 Description.** The project is within the known range of several federally protected bat species. During summer months, these bats are known to roost in trees with suitable habitat characteristics. MoDOT has determined that suitable trees for one or more of these bat species exist within the project area.

**1.1** Removal of any trees/limbs greater than three (3) inches in diameter shall only occur between August 1 and May 14. (No tree removal shall take place between May 15 and July 31, when bat pups may be present.)

**1.2** Ground disturbance from the tree clearing resulting in erodible soil conditions will require erosion control measures be installed.

**1.3** Tree clearing shall not exceed beyond the area specified for clearing.

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

EE. Transportation Management Plan

**1.0 Description** The contractor shall implement the Transportation Management Plan (TMP) strategies in this provision and as directed by the engineer.

**2.0 MoDOT Project.**

JSR0326: Slide repair, streambank stabilization and armament, and corresponding roadway improvements along the easy bank of Lake Taneycomo on MO 76.

**3.0 MoDOT Contact List.**

**3.1 MoDOT.** See Project Contact for Contractor/Bidder Questions JSP for MoDOT Contacts.

**3.2 Emergency Contacts.** See Emergency Provisions and Incident Management JSP for emergency contacts.

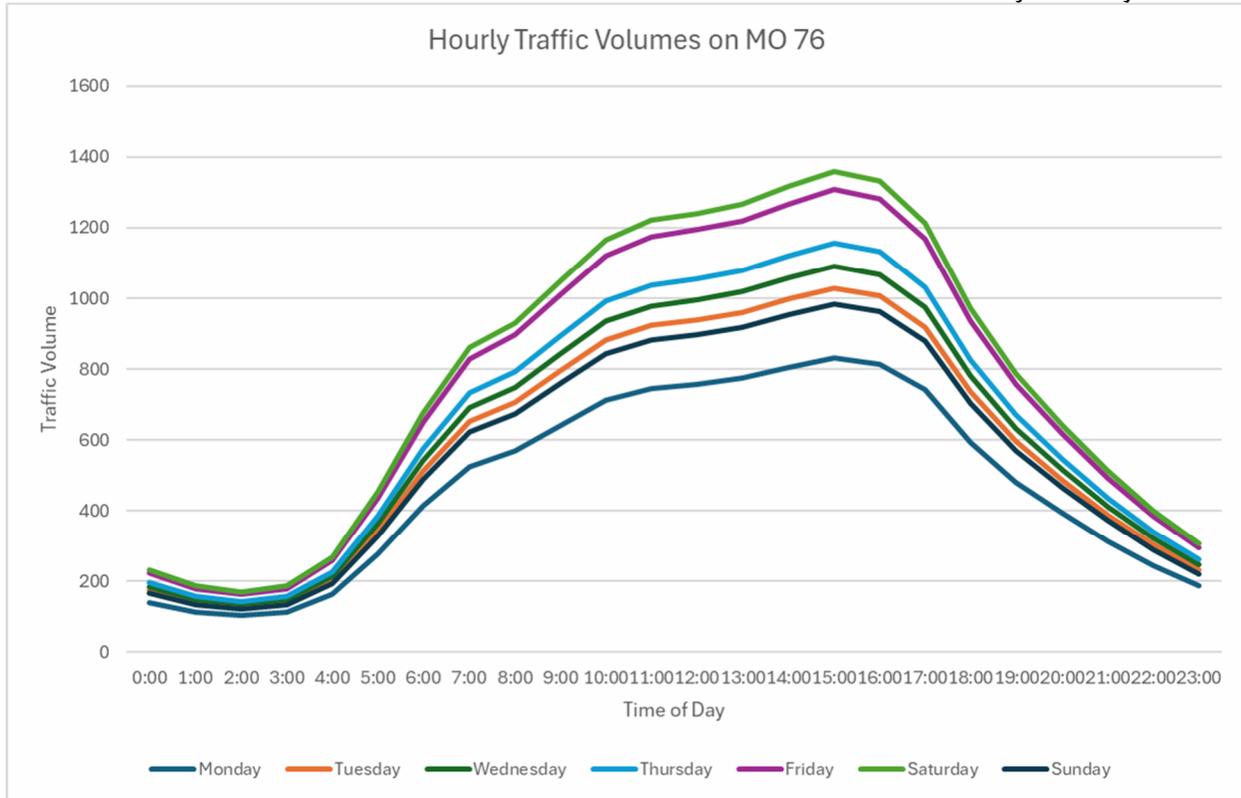
**4.0 Project Description.** The scope of this project is to repair and reconstruct Route 76 from east of Branson Landing Boulevard to Knox Avenue to stabilize the roadway from additional slope failures and emergency repairs. The existing roadside rock bottom ditch on the south side of the road along the bluff will be changed to a paved ditch. New inlets draining to new crossroad culverts will be installed to convey water from the paved ditch to outlet to Lake Taneycomo. MGS guardrail will be installed for the length of the project on the north side of Route 76 replacing existing guardrail. The traveled way/shoulder pavement through the project limits will be removed and replaced. The unsuitable sub-grade material below the roadbed will be removed and replaced.

Completion of this project will require closure of the segment of Route 76 from east of Branson Landing Boulevard to Knox Avenue for a maximum of 101 days. During this closure, a detour will be used to reroute through traffic.

### 5.0 Project Location.



**6.0 Existing Traffic Conditions.** Missouri Route 76 is a rural, minor arterial in Taney County. The existing terrain in the area is mountainous. The current (2025) AADT for the segment of MO-76 from east of Branson Landing Boulevard to Knox Avenue is 15,086. Hourly traffic volumes, retrieved from MoDOT's Transportation Management Systems, are shown below.



Traffic is controlled at the west side of the project limits by a roundabout at Branson Landing Boulevard. No other traffic control is within or near the project limits. The existing posted speed limit within the project limits is 35 mph.

**7.0 Crash History.** Data retrieved from Missouri’s STARS Reporting system for the last 3-years shows two incidents in the project area. Both incidents had a resulted in personal injury. One consisted of a motor vehicle in transport crash type. The other consisted of a fixed object crash type.

**8.0 Public Involvement Plan.** The work to be completed on MO-76 will involve a full closure and detour, so communication with the public is essential. This public involvement plan is intended to support public outreach. MoDOT has a number of established systems for facilitating public communications efforts.

Traffic management information regarding road closures, lane closures, and general work zone activities shall be closely coordinated with the MoDOT Motor Carriers Services (MCS) Division. The MCS Division requires a two week notice on traffic management plans impacting the trucking industry. MCS coordination will be routed through William “Bud” Sherman.

In addition, MoDOT provides general work zone information to the public through various outlets. These include, among other things, publication of a statewide work zone map and work zone driving safety tips, posting of current work zone locations and conditions to the internet, promotion of Work Zone Safety Awareness Week, and advertisement of work zone safety-related messages via radio, television, and billboards. Through these efforts, MoDOT positively influences work zone safety and mobility, as motorists gain access to the information they need to plan their trips and become more work zone conscious.

This project is being constructed within the urban limits of the City of Branson, and the detour will go through the City of Hollister. Consequently, the construction work has a major impact on the local city system. Messages to the City of Branson, the City of Hollister, and/or the State Office Complex & Capitol Complex will be routed through William "Bud" Sherman.

**9.0 Traffic Mitigation Plan.** The letting for this project is April 2026, and construction is anticipated to be completed by May 2027. The construction work is designed to be completed one (1) phase as outlined in the traffic control plans (see attachment A). Changeable message signs (CMS) will be utilized to communicate about the road closure and detour. In addition, the plans, specifications, and estimate include appropriate traffic control devices and provisions for implementing the traffic management plans.

### **9.1 MO-76 Closure Schedule.**

Work may begin based on the Contract Liquidated Damages Specified – Roadway Full Closure JSP.

- Prior to closure of MO-76, the contractor will complete construction of temporary pavement widening, installation of temporary traffic signals, and installation of signs for detour route.
- Exactly 14 days prior to the activation of temporary traffic signals, changeable message signs will be installed to inform drivers of the change in traffic pattern.
- Exactly 14 days prior to the closure of MO-76, changeable message signs will be installed to inform drivers of the upcoming closure.
- Construction will occur in one (1) phase. During the closure period in JSP C the contractor will complete all work to permanently reopen the road.
- Exactly 14 days prior to the removal of temporary traffic signals, the changeable message signs will be installed and/or updated to inform drivers of the upcoming change in traffic pattern.
- In the 30 days after completion of construction work on MO-76, the contractor will remove all temporary pavement widening, temporary traffic signals, and detour signage.

Work must be completed as specified in the Contract Liquidated Damages Specified – Roadway Full Closure JSP

### **9.2 MO-76 Closure Details.**

A detour will be provided during the closure on MO 76. The detour will use the following roads:

- MO-76
- Coon Creek Rd
- State Hwy BB
- BUS 65

See attachment B for the detour route and associated temporary traffic control. Volume-to-capacity ratios of the detour route were calculated to analyze the impacts to the existing traffic along the detour route. No significant delays or impacts are anticipated based on the results of this analysis. See attachment C for further details.

Changeable message signs will be used to assist in traffic control. See attachment D for locations of changeable message signs and other signs.

**10.0 Emergency Contacts.**

**MAIN EMERGENCY CONTACT NUMBER – 911**

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

Missouri Highway Patrol:	Office – (417) 895-6868
Taney County Sheriff Department:	Office – (417) 334-3440
Taney County Emergency Management Center:	Office – (417) 546-7233
Western Taney Fire District:	Office – (417) 334-3440
MoDOT Customer Service:	Office – (417) 895-7600

## 11.0 Detour Analysis

### 11.1 Detour Analysis: Northbound Traffic

## MO-76 Detour for Northbound Traffic

Detour Route:  
 Leg 1: BUS-65 from MO-76 to Route BB  
 Leg 2: Route BB from BUS-65 to Coon Creek Rd  
 Leg 3: Coon Creek Rd from Route BB to MO-76  
 Leg 4: MO-76 from Coon Creek Rd to Route T  
 MO-76 from Route T to Lake Shore Dr

Capacities for each leg of the detour:  
 Leg 1: 1600 veh/hr  
 Leg 2: 1600 veh/hr  
 Leg 3: 1600 veh/hr  
 Leg 4: 1600 veh/hr  
 Leg 5: 1600 veh/hr

All legs of the route are roads with 1 lane in each direction. Base capacity of 1600 veh/hr per EPG 616.13.2.1. No workers/equipment will be on the detour route.

#### 616.13.2.1 Work Location

Studies have shown that the location of the physical work (workers/equipment) to the traveling public may adjust the base work zone capacity (1600 passenger car/hour/lane) as much as ±10%.

Traffic volumes retrieved from the MoDOT TMS Data Zone

AM Peak Volumes:  
 Detoured Traffic Volume: 455  
 Leg 1: 414  
 Leg 2: 166  
 Leg 3: 100\*  
 Leg 4: 476  
 Leg 5: 449

PM Peak Volumes:  
 Detoured Traffic Volume: 552  
 Leg 1: 590  
 Leg 2: 126  
 Leg 3: 100\*  
 Leg 4: 384  
 Leg 5: 641

\*No data available for Coon Creek Rd. An assumption of 100 veh/hr is used for peak volumes.

Detoured traffic volume is added to each leg of the detour and volume-to-capacity (V/C) ratios are calculated.

AM V/C Ratios:  
 Leg 1: 0.26  
 Leg 2: 0.10  
 Leg 3: 0.06  
 Leg 4: 0.30  
 Leg 5: 0.28

PM V/C Ratios:  
 Leg 1: 0.37  
 Leg 2: 0.08  
 Leg 3: 0.06  
 Leg 4: 0.24  
 Leg 5: 0.40

V/C ratios greater than 1 indicate a very congested road.

All V/C ratios are well below 1, indicating that the detour route **will not have significant traffic impacts.**

### 11.2 Detour Analysis: Southbound Traffic

## MO-76 Detour for Southbound Traffic

Detour Route:  
 Leg 1: MO-76 from Lake Shore Dr to Route T  
 Leg 2: MO-76 from Route T to Coon Creek Rd  
 Leg 3: Coon Creek Rd from MO-76 to Route BB  
 Leg 4: Route BB from Coon Creek Rd to BUS-65  
 Leg 5: BUS-65 from Route BB to MO-76

Capacities for each leg of the detour:  
 Leg 1: 1600 veh/hr  
 Leg 2: 1600 veh/hr  
 Leg 3: 1600 veh/hr  
 Leg 4: 1600 veh/hr  
 Leg 5: 1600 veh/hr

All legs of the route are roads with 1 lane in each direction. Base capacity of 1600 veh/hr per EPG 616.13.2.1. No workers/equipment will be on the detour route.

#### 616.13.2.1 Work Location

Studies have shown that the location of the physical work (workers/equipment) to the traveling public may adjust the base work zone capacity (1600 passenger car/hour/lane) as much as ±10%.

Traffic volumes retrieved from the MoDOT TMS Data Zone

AM Peak Volumes:  
 Detoured Traffic Volume: 449  
 Leg 1: 455  
 Leg 2: 312  
 Leg 3: 100\*  
 Leg 4: 111  
 Leg 5: 498

PM Peak Volumes:  
 Detoured Traffic Volume: 641  
 Leg 1: 552  
 Leg 2: 609  
 Leg 3: 100\*  
 Leg 4: 176  
 Leg 5: 603

\*No data available for Coon Creek Rd. An assumption of 100 veh/hr is used for peak volumes.

Detoured traffic volume is added to each leg of the detour and volume-to-capacity (V/C) ratios are calculated.

AM V/C Ratios:  
 Leg 1: 0.28  
 Leg 2: 0.20  
 Leg 3: 0.06  
 Leg 4: 0.07  
 Leg 5: 0.31

PM V/C Ratios:  
 Leg 1: 0.35  
 Leg 2: 0.38  
 Leg 3: 0.06  
 Leg 4: 0.11  
 Leg 5: 0.38

V/C ratios greater than 1 indicate a very congested road.

All V/C ratios are well below 1, indicating that the detour route **will not have significant traffic impacts.**

**12.0 Traffic Control Plan.** See plans for Traffic Control Plan.

**13.0 Detour Plan.** See plans for Detour Plan.

**14.0 Signing Plan.** See plans for Signing Plan.