

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.: JST0062

Route: 67

County: Butler

 <i>Reem A. Naser</i> 09/10/2026 9:26:05 AM Reem A. Naser - Civil MO PE - 2024017333	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<i>CRAWFORD, MURPHY, & TILLY</i> <i>1 S. Memorial Drive, Suite 500</i> <i>St. Louis, MO 63102</i>
	Certificate of Authority: 000631 Consultant Phone: 314-436-5500
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JST0062 BUTLER COUNTY, MO DATE PREPARED: Sept. 9, 2026
ADDENDUM DATE:	
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02M

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2026 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.: JST0062
Route: 67
County: Butler

Notice to Proceed: December 21, 2026
Contract Completion Date: October 31, 2029

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

Project	Calendar Days	Daily Road User Cost
JST0062	N/A	\$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 **\$3,000** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

C. Work Zone Traffic Management 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 as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

4.0 Detours and Lane Closures.

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

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

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

D. Utilities JSP-93-26F

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Ozark Border Electric Cooperative John Walker Jr. Staff Engineer Phone: (573) 785-4631 Phone: (573) 300-1300 - cell Email: jwalker@ozarkborder.org	Yes See 2.0	Overhead & Underground Electric (Missouri)
Liberty Utilities Ryan Blattel Operations Manager Phone: (573) 579-5975 Email: ryan.blattel@libertyutilities.com	No See 3.0	Gas (Local)
City of Neelyville David Ainsley City Public Works Phone: (573) 300-5267 Email: evildriven.da@gmail.com Tobias Heselton Heartland Engineers theselton@heartlandengineers.com	Yes See 4.0	Water & Sewer
Windstream Communications (Uniti) Steven Moore Sr. Engineer – OSP (417) 599-9233 John Ross OSP Engineer II Phone: (417) 3206-1020 Phone: (417) 599-9233 Email: steven.moore@windstream.com	Yes See 5.0	Communication
Kinder Morgan Pipeline Mark Cavazos (Project Manager) Phone: (512) 784-6771 Email: Mark_Cavazos@kindermorgan.com Garry Zieske (Land and Right of Way) Phone: (719) 520-4279	Yes See 6.0	Natural Gas Pipelines

Email: Garry_Zieske@kindermorgan.com Bryan Sladek (Operations Specialist – Locator) Phone: (573) 270-9915 Email: Bryan_Sladek@kindermorgan.com		
Brightspeed Communications Mickel P. Jones Sr. Mgr. Engineer & Construction Phone: (501) 827-5696 Email: Mickel.jones@Brightspeed.com Tammy Hussung Technician Phone: (479) 858-1733 Email: tammy.smith@brightspeed.com	Yes See 7.0	Communications (Arkansas)
Clay County Electric Cooperative Enoch Richardson Engineering Supervisor Phone: (870) 857-3521 Office Phone: (870) 277-1438 Cell Email: erichardson@ccecc.coop	Yes See 8.0	Electric (Arkansas)
Clay County Regional Water John Selig Civil Engineering Associates Phone: (870) 273-4185 johnselig@ce-associates.biz	Yes See 9.0	Water (Arkansas)

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 damage 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.

There shall be no direct pay for compliance with this provision.

Ozark Border Electric Cooperative (OBEC)

2.0 Ozark Border Electric Cooperative (OBEC) have overhead electric and underground electric facilities inside and crossing the limits of the project. OBEC expects these facilities will be impacted by construction of this project. OBEC plans to either relocate or adjust their impacted facilities for construction of new US 67. The costs of this work are 100% reimbursable by the commission to OBEC. OBEC plans to have this work completed prior to the contractor starting work on the project.

2.1 CR 270. Ozark Border Electric Cooperative (OBEC) has existing overhead electric facilities inside the construction limits at CR 270. These overhead and underground electric facilities are expected to conflict with the proposed improvements at CR 270 from 3+00 to 13+00 left and right of centerline for phase 4 construction and for future phase 3 construction. OBEC plans to place new overhead electric facilities from 3+00 to 5+00 right of centerline and from 10+25 to 13+00 right of centerline clear of the proposed new ditch cuts and storm pipe from 6+00 to 10+25 right of centerline CR 270. The costs of this work are 100% reimbursable by the commission to OBEC. OBEC expects to have the relocation work completed prior to the contractor starting work on the project.

2.2 CR 270. OBEC will relocate the primary underground electric line to parcel 74 crossing CR 270 from 9+50 right to 10+80 left of centerline. The underground electric conflicts with the phase 4 grading work and the phase 3 US 67 bridge construction at CR 270. OBEC will replace the underground electric in conflict with a new underground electric crossing CR 270 at 10+80 left and right of centerline, clear of conflict with the grading work. The costs of this work are 100% reimbursable by the commission to OBEC. OBEC expects to have the relocation work completed prior to the contractor starting work on the project.

2.3 US 67. Ozark Border Electric Cooperative (OBEC) has existing underground electric crossing the construction limits of new US 67 at 994+80 Lt. & Rt. centerline US 67. The underground electric provides primary electric service to a privately owned irrigation pump located outside the ROW right of centerline new US 67. The underground electric cable is expected to conflict with the grading work to build new US 67. OBEC plans to replace the existing underground electric in conflict, with a new underground electric conduit and cable crossing US 67 and the West Outer Road (south) at 995+00 to 995+50 left and right of centerline. The new underground electric will be placed deeper and clear of conflict with the grading work for new US 67. The costs of this work are 100% reimbursable by the commission to OBEC. OBEC expects to have the relocation work completed prior to the contractor starting work on the project.

2.4 CR 272. Ozark Border Electric Cooperative (OBEC) has existing overhead electric facilities along CR 272 crossing new US 67 from 1038+50 to 1039+00 left and right of centerline. The existing overhead electric conflicts with the grading work for new US 67. OBEC plans to relocate the overhead electric facilities in conflict outside the ROW and span over new US 67 from 1038+50 to 1039+50 left and right of centerline on the south side of CR 272. The costs of this work are 100% reimbursable by the commission to OBEC. This work should be completed prior to the contractor starting work on the project.

2.5 US 67. Ozark Border Electric Cooperative (OBEC) has existing underground electric crossing the construction limits of new US 67 at 1052+75 to 1053+25 Lt. & Rt. centerline. The underground electric provides primary electric service to a privately owned irrigation pump left of centerline new US 67. The underground electric cable is expected to conflict with the grading work to build new US 67. OBEC plans to place new underground electric across the RW limits of new US 67 from 1052+75 to 1053+25 left and right of centerline. The new underground electric conduit and cable will be placed clear of conflict with the grading work for new US 67. The costs of this work are 100% reimbursable by the commission to OBEC. OBEC expects to have the relocation work completed prior to the contractor starting work on the project.

2.6 CR 276. Ozark Border Electric Cooperative (OBEC) has existing overhead electric facilities along the north side of CR 276 spanning over the grading work for new US 67 at station 1093+94. OBEC plans to place two new poles on the north side of CR 276 outside the RW limits for new

US 67 at 1093+94 left and right of centerline and adjust the height of their overhead electric cables spanning over the grading work for new US 67. The costs of this work are 100% reimbursable by the commission to OBEC. This work should be completed prior to the contractor starting work on the project.

2.7 US 67. Ozark Border Electric Cooperative (OBEC) plans to place a new primary overhead electric crossing over new US 67 at approximate station 1147+75 left and right of centerline. This work shall be coordinated with the contractor's scheduled work at this location. The contractor shall coordinate their operations with OBEC's schedule and not hinder OBEC's operations for placement of the overhead electric. There shall be no direct pay for compliance with this provision.

2.8 CR 270 Lighting. Ozark Border Electric Cooperative (OBEC) will place dusk to dawn lighting on CR 270 at the intersection of West Outer Rd (South) and at the intersection of existing US 67. OBEC will place a dusk to dawn light on the new utility pole located in the southwest corner of CR 270 and the West Outer Rd (South). OBEC will place a dusk to dawn light on a new utility pole located in the southwest corner of existing US 67. This work shall be done by OBEC during construction of the planned improvements for CR 270.

2.9 CR 278 Lighting. Ozark Border Electric Cooperative (OBEC) will provide electrical service to the new lighting controller located at station 16+37.80, 100.58' Lt. of centerline CR 278. OBEC will place a transformer on a new electric pole placed at 1147+75 right of centerline new US 67. MoDOT's electrical contractor shall place the power supply at the pole according to OBEC specifications and requirements. The contractor's costs for installation of the new lighting power supply assembly at the utility pole at 1147+75 right of centerline are incidental and shall be included in the unit bid price listed in the contract for the installing the new power supply assembly. The costs for OBEC to provide electric service to the new lighting power supply assembly at 1147+75 right of centerline are 100% reimbursable by the commission to OBEC.

Liberty Utilities

3.0 Liberty Utilities have an active 4" gas main and a retired 1 ¼" gas main on the north side of CR 270. Liberty Utilities has an active 2" poly gas main on the south side of CR 270. Liberty Utilities doesn't expect their gas facilities to be impacted by construction of roadway improvements on CR 270 with this project.

3.1 CR 270. Liberty Utilities has an active 4" gas main along the north side of CR 270. The 4" gas main is parallel to the work on CR 270 from 2+15 to 17+50 left of centerline. The 4" gas main should be clear of conflict with the roadway work on CR 270 planned with this project. Liberty Utilities advises the contractor to have the 4" gas main marked before beginning any excavation work on CR 270.

3.2 CR 270. Liberty Utilities has a retired 1 ¼" gas main on the north side of CR 270 from 8+70 to 17+50 left of centerline. Liberty Utilities advises the contractor to contact them anytime the retired 1 ¼" gas main pipe is encountered during construction of this project to insure a safe removal of the retired gas pipe.

3.3 CR 270. Liberty Utilities has a 2" poly gas main along the south side of CR 270 from 12+40 to 17+50 right of centerline. The 2" gas main pipe is capped at approximate station 12+40 right of centerline. The 2" gas main should be clear of conflict with the roadway work on CR 270

planned with this project. Liberty Utilities advises the contractor to have the 2" gas main marked before beginning any excavation work on CR 270.

City of Neelyville Water & Sewer

4.0 The City of Neelyville has a 2" PVC water main and an 8" VCP sanitary sewer and manholes inside the project limits of CR 270. The 2" PVC water main is located under the existing roadway of CR 270 from 2+15 to 17+69 left of centerline. The 8" sanitary sewer and manholes are located on the south side of CR 270 from 9+00 to 17+69 right of centerline. Neelyville expects both the water and sewer facilities to be impacted by construction of the roadway improvements on CR 270 for this project. Neelyville plans to either retire or relocate their impacted facilities for construction of this project. The costs of this work are 100% reimbursable by the commission to Neelyville. Neelyville plans to have this work completed prior to the contractor starting work on the project.

4.1 CR 270. Neelyville has a 2" PVC water main inside the limits of this project on CR 270. The 2" water main pipe is in the roadway limits on the north side of CR 270 from 2+15 to 17+69 left of centerline. Neelyville is concerned the 2" main pipe will fail at its current location with the increased traffic expected on CR 270 with this project. Neelyville plans to relocate the 2" water main from under the roadway and outside the limits of the new pavement from 2+00 to 16+50 left of centerline CR 270. The costs of this work are 100% reimbursable by the commission to Neelyville. Neelyville plans to have this work completed prior to the contractor starting work on the project.

4.2 CR 270. Neelyville plans to leave the 8" sanitary sewer in place from 13+00 to 17+69 right of centerline CR 270. The manholes at 13+50 and 17+00 right of centerline shall be adjusted to grade for the new pavement on CR 270. Neelyville shall retire the section of 8" sanitary sewer from 9+00 to 13+00 right of centerline, in conflict with the ditch cut from 9+00 to 11+50 right of centerline CR 270. Neelyville will bulkhead the 8" sanitary sewer pipe west of the existing sewer lateral for the house on parcel 80. Once this is done, the 8" VCP sanitary sewer pipe from 9+00 to 11+20 right of centerline and the sanitary manholes at 9+00 and 11+20 right of centerline will be abandoned. The costs of this work are 100% reimbursable by the commission to Neelyville. Neelyville plans to have this work completed prior to the contractor starting work on the project.

Windstream Communications (Unit)

5.0 Windstream Communications have overhead and underground fiber and copper facilities inside and crossing the limits of the project. Windstream expects these facilities to be impacted by the planned improvements on CR 270, construction of new US 67 from 999+00 to 1015+00 Lt. and Rt. Of centerline, and construction of US 67 crossing at CR 272, CR 276 and CR 278. Windstream plans to either retire or relocate the impacted facilities for construction of this project. Windstream plans to have this work completed prior to the contractor starting work on the project.

5.1 CR 270. Windstream has a 12pr UG copper and 25pr UG copper on the south side of CR 270 from 2+00 to 17+00 right of centerline. Windstream verified the 12pr copper has no active customers and the 25pr copper has one active customer. Windstream plans to place a new UG cable on the north side of CR 270 from 2+00 to 17+00 left of centerline to replace the 25pr copper cable in conflict. Windstream plans to have this work completed prior to the contractor starting work on the project.

5.2 New US 67. Windstream has overhead communication cables along existing 67 from 957+50 to 987+00 left of centerline in conflict with construction of new US 67 from stations 999+00 to 1015+00 left and right of centerline. Windstream will place a new UG cable across new US 67 at approximate station 991+00 to the RW limits on the west side of the West Outer Rd (South) at station 19+50 right of centerline. Windstream will then place new UG cable along the RW of the West Outer Rd (South) from 19+50 right of centerline WOR to station 990+75 right of centerline of existing Hwy 67. At existing Hwy 67 station 990+75, Windstream will bore east across existing 67 to their existing overhead pole located at station 990+75 left of centerline existing 67. Windstream plans to have this work completed prior to the contractor starting work on the project.

5.3 CR 272. Windstream has a buried copper cable crossing the new RW limits for new US 67 on the south side of CR 272. Windstream verified the cable has no active customers. Windstream plans to retire the buried cable in place crossing the new US 67 RW. Windstream advises the contractor to have the cable located before excavating. Windstream recommends the cable be cut and removed by the contractor as needed when it is encountered in the work limits for this project at CR 272.

There shall be no direct pay for compliance with this provision.

5.4 CR 276. Windstream has a buried copper cable that ends at a pedestal in the RW limits for new US 67 on the north side of CR 276. Windstream verified the cable has no active customers. Windstream plans to retire the buried cable, in place in the new US 67 RW at CR 276. Windstream advises the contractor to have the cable located before excavating. Windstream recommends the cable be cut and the pedestal removed by the contractor when it is encountered in the work limits for this project at CR 276.

There shall be no direct pay for compliance with this provision.

5.5 CR 278 / State Line Rd. Windstream has buried copper cable in the RW on the north side of CR 278 / State Line Rd from 5+50 to 12+50 left of centerline. Windstream verified there are no active working lines on the cable. Windstream plans to retire the buried cable, in place from 5+50 to 12+50 left of centerline on the north side of CR 278 / State Line Rd. Windstream advises the contractor to have the cable located before excavating. Windstream recommends the cable be cut and any pedestals removed by the contractor when they are encountered in the work limits for this project on the north side of CR 278 / State Line Rd.

There shall be no direct pay for compliance with this provision.

Kinder-Morgan NGPL

6.0 Kinder-Morgan has existing three pipelines located crossing I-57 on a skew just south of CR-276, as shown on Plan Sheet 6 of 9. Pipeline #1 "Orange" is a 30" diameter High Pressure Natural Gas Pipeline. Pipeline #2 "Yellow" is a 30" diameter High Pressure Natural Gas Pipeline. Pipeline #3 "Green" is a 36" steel diameter High Pressure Natural Gas Pipeline. All three pipelines will be relocated in place for this project (increased wall thickness and sufficient deeper depth). Kinder Morgan advised that the pipeline relocation work with all three pipelines is scheduled to commence in the Spring/Summer of 2027, weather permitting. Kinder Morgan advised the pipeline relocations are expected to take approximately 8 weeks to fully complete. Kinder Morgan also advised they may store materials for the pipeline relocations in the new US 67 RW limits north and south of CR 276, several weeks prior to any pipeline relocation work commencing. The contractor shall plan their work around Kinder Morgan's operations to relocate

the pipelines. Kinder Morgan has special requirements when Contractors intend to work within 25 feet of all three existing/relocated pipelines, per JSP E "Restrictions for Working Near Pipelines". This JSP also refers to any contractor's work to cross their pipelines.

Brightspeed Communications

7.0 CR 278/State Line Rd. Brightspeed Communications has a buried copper cable along the south side of CR 278/State Line Rd from 2+64 to 33+60 right of centerline inside the limits of MoDOT project JST0062. The buried copper cable is expected to conflict with the planned grading, bridge construction, and drainage work on CR 278/State Line Rd for MoDOT project JST0062. Brightspeed has verified the cable has no active customers. Brightspeed plans to retire and abandon the buried copper cable in place from 5+00 to 33+60 right of centerline for construction of new CR 278/State Line Rd.

7.1 The work to retire and abandon the Brightspeed buried copper cable in conflict with the proposed construction on CR 278/State Line Rd for MoDOT project JST0062, shall be coordinated with ARDOT job 101173. See roadway JSP K *"Coordination with other projects"* for details.

Clay County Electric Cooperative Corporation

8.0 CR 278/State Line Rd. Clay County Electric Cooperative Corporation (CCECC) has overhead electric facilities along the south side of CR 278/State Line Rd from 2+64 to 33+60 right of centerline inside the limits of MoDOT project JST0062. The CCECC overhead electric facilities from 11+25 to 34+05 right of centerline for CR 278/State Line Rd will conflict with the planned grading and bridge construction on CR 278/State Line Rd for MoDOT project JST0062. CCECC plans to retire and remove their overhead electric facilities in conflict from 11+25 to 34+05 right of centerline of CR 278/State Line Rd. This work may not be completed prior to the notice to proceed date for this project.

8.1 CCECC will have overhead electric facilities remaining in place along CR 278/State Line Rd from 2+64 to 11+25 right of centerline. The contractor is advised to use caution when working around the remaining overhead electric cables and poles.

8.2 The work to retire and abandon the CCECC overhead electric facilities in conflict with the proposed construction on CR 278/State Line Rd for MoDOT project JST0062, shall be coordinated with ARDOT job 101173. See roadway JSP K *"Coordination with other projects"* for details.

Clay County Regional Water

9.0 CR 278/State Line Rd. Clay County Regional Water (CCRW) has a 3" water main along the south side of CR 278/State Line Rd from 2+64 to 33+60 right of centerline and a 6" water main crossing CR 278/State Line Rd at station 7+90 left and right of centerline, inside the limits of MoDOT project JST0062. The 3" water main from 5+25 to 33+60 right of centerline and the 6" water main crossing at 7+90 left of centerline CR 278/State Line Rd, conflict with the planned grading, bridge construction, and drainage work on CR 278/State Line Rd for MoDOT project JST0062.

9.2 CCRW plans to relocate the 3" water main from 5+25 to 33+60 right of centerline CR 278/State Line Rd clear of conflict with the construction limits for MoDOT project JST0062. This work may not be completed prior to the notice to proceed date for this project.

9.3 CCRW has a 6" water main crossing the excavation limits for the new 4' FBD at station 7+90 left of centerline CR 278/State Line Rd. The 6" water could be impacted by the grading for the new ditch. The contractor shall pothole the 6" water main at the flowline of the 4' FBD to verify its depth crossing the excavation limits for the new ditch. Any conflict found with construction of the new ditch cut, shall be brought immediately to the attention of MoDOT's utility coordinator and the Engineer for the project. The engineer will determine whether relocation or adjustment of the 6" water main pipe is necessary to accommodate construction of the new 4' FBD or if the elevation for the ditch can be adjusted to avoid conflict with the 6" water main pipe. No direct payment will be made for this provision.

9.4 The work to relocate the 3" water main and 6" water main in conflict with the proposed construction on CR 278/Stateline Rd for MoDOT project JST0062, shall be coordinated with ARDOT job 101173. See roadway JSP K "Coordination with other projects" for details.

E. Restrictions for Working Near Pipelines

1.0_Kinder Morgan Pipeline staff provided the information below to advise the contractor of their crossing rules. Kinder Morgan's locator will need to be present at all times when roadway contractor works within 25 feet of each pipeline. Bryan Sladek is Kinder Morgan's locator for Butler County. His contact information is shown in the utility JSP.

"Contractor must make all necessary ONE CALLS prior to construction within the pipeline ROW. Contractor shall submit any heavy construction equipment / machinery proposed to cross the pipeline so KinderMorgan, Inc. engineering may review for allowable surface loading conditions. KinderMorgan will verify allowable depth of cover once the construction equipment is analyzed. The Contractor will need to maintain a minimum depth of cover over the pipeline with protection in place such as steel plates or 3 ply timber matting or equal approved by the Project Manager at KinderMorgan, Inc, minimum of 25 feet centered over the pipeline centerline. The required depth of cover may increase from natural grade due to the type of construction equipment proposed to be used, but KinderMorgan Inc. will provide that guidance once equipment is submitted by the Contractor."

MoDOT's construction inspector will oversee the daily work of Kinder Morgan's pipeline relocation. At the preconstruction meeting, MoDOT will invite Kinder Morgan to the meeting to discuss specific coordination with the roadway contractor.

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

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

Timothy C. Pickett, P.E.
District Design Engineer
Southeast District
2675 North Main St.
Sikeston, MO 63801

Telephone Number: 573-472-9003
Email: Timothy.Pickett@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

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:

Matthew Wilkerson, Resident Engineer
Southeast District
Poplar Bluff, MO 63901

Telephone Number: 573-703-6891

Email: Matthew.Wilkerson@modot.mo.gov

G. 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 Troop E – 573-471-5200		
City of Poplar Bluff	Butler County	
Fire: 573-686-8692	Fire: 573-7485-6049	
Police: 573-785-5776	Police: 573-785-8444	

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.

H. Supplemental Revisions JSP-18-01KK

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

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

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

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

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

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

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If

the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the contractor. Work shall not resume until the engineer approves the corrective work.

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

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

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

106.9 Buy America Requirements.

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

106.9.1 Buy America Requirements for Iron or Steel Products.

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

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

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

be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

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

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

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

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

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the

contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

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

106.9.3 Buy America Requirements for Manufactured Products.

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

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

- (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and
- (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

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

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

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

2.0 Material. All aggregate for concrete shall be in accordance with [Sec 1005](#).

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

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

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

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

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

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

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

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

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

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

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

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

I. Quality Management NJSP-15-22

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

1.1 The contractor shall provide Quality Control (QC) of the work and material, as specified herein, to ensure all work and material is in compliance with contract requirements. QC staff shall

perform and document all inspection and testing. The QC inspectors and testers may be employed by the contractor, sub-contractor, or a qualified professional service provided by the contractor.

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

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

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

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

2.1 The QMP shall address all QC inspection and testing requirements of the work as described herein. A draft QMP shall be submitted to the Resident Engineer for review at least two weeks prior to the pre-construction conference. An approved QMP is required at least two weeks prior to the start of work, unless otherwise allowed by the engineer. Physical work on the project shall not begin prior to approval of the QMP by the engineer.

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

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

- a) Organizational structure of the contractor's project management, production staff, and QC staff, specific to this project.
- b) Name, qualifications, and job duties of the Quality Manager.
- c) A list of all certified QC testers who will perform QC duties on the project, including sub-contract work, and the tests in which they are certified.
- d) A list of all QC inspectors who will perform QC inspection duties on the project, including sub-contract work, and the areas of inspection that they will be assigned.

- e) A procedure for verifying documentation is accurate and complete as outlined in Section 3.
- f) A procedure describing QC Inspections as outlined in Section 4.
- g) A procedure describing QC Testing, as outlined in Section 5, including a job specific Inspection and Test Plan (ITP).
- h) A procedure describing Material Receiving as outlined in Section 6.
- i) A list of Hold Points that are not included in the checklist forms, as outlined in Section 8.
- j) A procedure for documenting and resolving Non-Conforming work as outlined in Section 9.
- k) A procedure for tracking and documenting revisions to the QMP.
- l) A list of any approved changes to the Standard Specifications or ITP, including a reference to the corresponding change order.
- m) Format for the Weekly Schedule and Work Plans as outlined in Section 10, including a list of activities that will require pre-activity meetings.

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

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

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

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

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

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

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

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

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

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

4.4 The contractor shall measure, and document on the DIR, the quantity for all items of work that require measurement. Any calculations necessary to support the measurement shall be included with the documentation. The engineer will verify the measurements prior to final payment.

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

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

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

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

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

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

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

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

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

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

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

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

8.0 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when the succeeding work depends on a QA review of the preceding work before work can continue.

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

8.2 Prior to all Hold Point inspections, QC shall provide the engineer with the Daily Inspection Reports, Inspection Checklists, Test Reports, and Material Receiving Reports for the work performed leading up to the Hold Point. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection.

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

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

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

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

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

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

10.1 A Weekly Schedule shall be provided to the engineer each week that outlines the planned project activities for the following two-week period. This schedule shall include all planned work, identification of all new activities, traffic control events, and requested Hold Point inspections for the period. Planned quantity of materials, along with delivery dates should also be included in the schedule.

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

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

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

J. Coordination with Other Projects

1.0 Description. The contractor shall coordinate traffic management between the following projects within the same project limits:

ARDOT Job Number 101173 (US-67 Widening from Corning Arkansas to Missouri State Line)

MoDOT Job Number JSE0140 (Bridge Replacement job)

1.1 This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, Butler County, private, MoDOT maintenance, permit, or other projects that may impact project construction or traffic control in the vicinity of this project. It shall be the responsibility of the contractor to determine what, if any projects other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

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.

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

1.0 Bidders are advised that Commission is party to a contract with the Arkansas Department of Transportation which provides that the Arkansas Department of Transportation shall provide substantial funds for construction of Job No. ST0062 by reason of which the Arkansas Department of Transportation has the right to concur or not concur in Commission's award of a contract for this job.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of the Arkansas Department of Transportation concurrence in and prior authorization of any award of a contract for this job by Commission.

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

L. Liquidated Damages Specified JSP-93-28A

1.0 Description. If the County Road 278 overpass is not complete and open to east-west through traffic on or within 365 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, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,800 per day** for each day, or partial day thereof, that County Road 278 is not complete and open to east-west through traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

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

M. Sheely Cemetery

1.0 Description. A cemetery has been identified adjacent to the project area, west of existing Route 67. The contractor shall take all necessary measures to avoid any impact to the cemetery and its surroundings. No construction operations, equipment staging, material storage, or any project-related activities shall occur outside the limits of the existing Missouri Department of Transportation (MoDOT) right-of-way along Route 67 in the vicinity of the cemetery. No earthwork, excavation, grading, or disturbance of land shall occur within or beyond the right-of-way boundary adjacent to the cemetery. The contractor shall not use the cemetery or its immediate surroundings for access, parking, or any temporary use.

2.0 Construction Requirements. Prior to the start of construction, the contractor shall erect temporary construction fencing or other approved barriers along the edge of the MoDOT right-of-way, as directed by the engineer, to clearly demarcate the restricted area and prevent inadvertent encroachment. The contractor shall maintain the fencing/barriers throughout the duration of the project and inspect them regularly for integrity. If any evidence of disturbance or encroachment is observed, the contractor shall immediately cease work and notify the engineer.

3.0 Basis of Payment. No direct payment will be made for compliance with this provision. All costs associated with protective measures, monitoring, reporting, and adherence to these restrictions shall be considered incidental to the contract. Costs associated with this provision shall be considered included in and completely covered by the grading pay item(s) in the contract.

N. Site 23BU1598

1.0 Description. A potential historic site has been identified within the project area as noted on Sheet 11 in the plans. The contractor shall take all necessary measures to avoid any excavation within the area noted in the plans. Fill will be placed within the restricted area as shown in the plans, but no excavation shall occur within the boundaries. The contractor shall not use the site or its immediate surroundings for access, parking, or any temporary use.

2.0 Construction Requirements. Prior to the start of construction, the contractor shall erect temporary construction fencing or other approved barriers around the site, as directed by the engineer, to clearly demarcate the restricted area and prevent inadvertent excavation. The contractor shall maintain the fencing/barriers throughout the duration of the project and inspect them regularly for integrity. If any evidence of unauthorized disturbance is observed, the contractor shall immediately cease work and notify the engineer.

3.0 Basis of Payment. No direct payment will be made for compliance with this provision. All costs associated with protective measures, monitoring, reporting, and adherence to these restrictions shall be considered incidental to the contract. Costs associated with this provision shall be considered included in and completely covered by the grading pay item(s) in the contract.

O. Native Seeding Mixture

1.0 Description. This work shall consist of furnishing and sowing native seed mixtures at locations designated in the plans.

2.0 Construction Requirements. Construction requirements shall conform to the requirements for Warm Season grasses in Section 805.

3.0 Materials. The seed shall conform the requirements Sec 805 and the Missouri Conservation Reserve Program (CRP) CP2 Mix 7 seed mix.

4.0 Method of Measurement. Measurement of seeded areas will be made to the nearest 1/10 acre.

5.0 Basis of Payment. All cost incurred by the contractor for labor, equipment and materials in compliance with the above requirements including, furnishing and placing fertilizer shall be considered as completely covered by the unit price bid for Item 805-99.19, "Native Seeding", per acre. The cost of lime and fertilizer will be considered included in the cost of seeding. Payment for mulch will be made separately in accordance with Sec 802.

P. Partial Right-of-Way Clearance

1.0 Description.

1.1 Possession of Buildings and Parcels. The contractor's attention is directed to the fact that not all parcels are in possession of the Commission. Those parcels that have not been acquired are Parcels 75, 85, 86 and 91, as indicated on the plans. The contractor is not to enter the buildings or properties until notified by the engineer. It is anticipated that possession of all parcels will be obtained and available for removal within the next 12 months, although the acquisition may take place at a later date. The contractor will be given a notice to remove for each parcel when it is in the possession of the Commission.

The contractor's attention is also directed to parcels being acquired in Arkansas by ArDOT south of State Line Road. All parcels will not be in the possession of ArDOT as of the October 10th, 2026 letting date. It is anticipated that all parcels will be obtained by January 1st, 2027. The contractor is not to perform any work in Arkansas until all parcels have been cleared and acquired by ArDOT.

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

2.0 Notice to Remove. The Commission will issue a notice to remove for each parcel listed in the contract. The Commission reserves the right to designate in the notice to remove the order of work. The contractor shall not begin demolition on any building until the designated date in the notice to remove document. The contractor is further advised that removal of hazardous substances from the buildings may delay the issuance of the notice to remove and that the

contractor is not to enter any properties nor conduct any demolition of any building until the hazardous material is removed.

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

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

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

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

3.0 Basis of Payment. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the following item: Item No. 202-20.10, "Removal of Improvements", per lump sum.

Q. Access to Commercial and Private Entrances

1.0 Description. While working on entrances or adjacent properties, the contractor shall make every reasonable effort to minimize any interference to the properties and to complete the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless as approved by the property owner and engineer.

2.0 Construction Requirements. On all commercial entrances the contractor shall keep one-half of the entrance open at all times. On commercial entrances less than 20' wide it may be necessary for the contractor to provide temporary aggregate to provide access to the property. The contractor shall remove and dispose of the temporary aggregate following completion of the entrance. For properties with more than one entrance the contractor may construct one entire entrance at a time with the approval of the property owner and the engineer.

2.1 The contractor shall complete the entrances as quickly as possible and shall take no longer than 4 weeks to complete any one entrance.

3.0 Property Owner Agreements. Agreements made with property owners during the negotiations of easements and rights of way listed in the Property Owner Agreements special provision shall be adhered to and shall supersede the requirements in the Access to Commercial and Private Entrances special provision.

4.0 Basis of Payment. No direct payment will be made to the contractor for any expenses incurred for compliance with this provision.

R. Property Owner Notification

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

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

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

T. Alternates for Pavements JSP-96-04G

1.0 Description. This work shall consist of a pavement composed of either portland cement concrete or asphaltic concrete, constructed on a prepared subgrade in accordance with the

standard specifications and in conformity with the lines, grades, thickness and typical cross sections shown on the plans or established by the engineer.

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

2.0 Mainline Pavements

2.0.1 A sum of \$1,497,400 will be added by the Commission to the total bid using an asphalt alternate for the Mainline 67 (Alternate B) pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

2.0.2 A sum of \$100,100 will be added by the Commission to the total bid using an asphalt alternate for the Mainline CR278 (Alternate E) pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

2.0.3 A sum of \$3,378,900 will be added by the Commission to the total bid using an asphalt alternate for Mainline CR270 and Outer Road (Alternate G) pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

2.1 A2 Shoulders

2.1.1 A sum of \$228,500 will be added by the Commission to the total bid using an asphalt A2 Shoulder alternate for the Mainline 67 Shoulders (Alternate D) pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

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

2.3 The grading shown on the plans was designed for the thinner concrete pavement alternate.

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

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

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

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

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

U. Rigid Geogrid to Enhance Aggregate Base or to Enhance Rock Base NJSP-18-11B

1.0 Description. This work shall consist of furnishing and installing rigid geogrid base reinforcement, over a separation geotextile, on a prepared subgrade prior to the placement of the aggregate base or rock base as shown in the plans or as directed by the engineer.

2.0 Materials. The rigid geogrid shall be manufactured from a punched and drawn polypropylene sheet integrally formed into a biaxial or triaxial grid structure designed to provide significant mechanical interlock with the aggregate material being reinforced. The rigid geogrid structure shall be dimensionally stable to retain its reinforcement and interlock capabilities under repeated dynamic loads while in service and shall have high resistance to damage during construction, ultraviolet degradation, and all naturally encountered forms of chemicals, alkalis, acids, and biological degradation encountered in the materials being reinforced. Woven or flexible geogrids will not be allowed. A separation geotextile meeting the requirements of Sec 1011.3.4 shall be used in conjunction with the rigid geogrid. All aggregate base shall comply with Sec 304 and all rock base shall comply with Sec 303.

2.1 Physical Properties. The rigid geogrid shall meet the following properties:

Property	Test Method	Units	Geogrid Requirements1	
			MD	XMD
Rigid Geogrid Type	Observed	Punched & Drawn Polypropylene		
Aperture Shape	Observed	Equilateral Triangular, Rectangle, or Square		
Minimum Roll Width	Observed	feet	9	
Minimum Index Proerties (Unless indicated otherwise)				
Rib Thickness	Observed	inch	0.05	0.05
Maximum Aperture Dimensions ^{6,7}	Calipered	inch	1.3	1.3
Tensile Strength @ 2 % Strain	ASTM D6637	lbs/ft	410	620
Tensile Streingth @ 5 % Strain	ASTM D6637	lbs/ft	810	1340
Ultimate Tensile Strength	ASTM D6637	lbs/ft	1310	1970
Structural Integrity				
Junction Efficiency ²	ASTM D7737 Method A	Percent	93	
Flexural Stiffness ³	ASTM D7748	mg-cm	750,000	
Aperture Stability ⁴	GRI GG9	m-N/deg	0.65	
Durability				
Resistance to Installation Damage ⁵	ASTM D 6637	%SC / %SW / %GP	95 / 93 / 90	
UV Resistance @ 500 hours	ASTM D 4355	Percent	100	
Resistance to Chemical Degradation	EPA 9090 Emersion Testing	Percent	100	

Notes:

1. Minimum Average Roll Values (MARVs) determined in accordance with ASTM 4759, unless indicated otherwise. MD = Machine Direction; XMD = Cross-Machine Direction
2. Load transfer capability expressed as a percentage of ultimate tensile strength.
3. Resistance to bending force determined in accordance with ASTM D7748, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder"), and of length sufficiently long to enable measurement of the overhang dimension.
4. Resistance to in-plane rotational movement measured by applying a 20 kg-cm (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter in accordance with GRI GG9.
5. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well-graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The rigid geogrid shall be sampled shall be in accordance with ASTM D5818 and load capacity shall be determined in accordance with ASTM D6637.
6. Nominal dimensions rounded to the nearest one tenth of an inch.
7. Maximum MD or XMD shall be no greater than or equal to 2*D85 of the aggregate base. Minimum MD or XD shall be no less than 1.0 inches.

2.2 Acceptance. The contractor shall furnish a manufacturer's certification to the engineer for each lot of material furnished stating the name of the manufacturer, the chemical composition and certifying that the material supplied is in accordance with this specification. The certification shall include or have attached typical results of tests from specific lots for all specified requirements. A rigid geogrid will be rejected at installation if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transport, handling or storage.

2.3 Handling. Each roll shall be clearly marked with manufacturer's name, brand name, lot number. During all periods of shipping and storage, the separation geotextile and rigid geogrid shall be protected from temperatures greater than 140 deg. F and all deleterious materials that

might otherwise become affixed to the rigid geogrid and affect its performance. The manufacturer's recommendations shall be followed regarding protection from direct sunlight. The separation geotextile and rigid geogrid shall be stored off the ground in a clean, dry environment.

3.0 Construction. The separation geotextile and rigid geogrid shall be installed in accordance with the manufacturer's recommendations and with this job special provision.

3.1 Site Preparation. The surface shall be smooth and free of stumps, large stones, sharp objects, and debris that may puncture the separation geotextile or damage the rigid geogrid.

3.2 Separation Geotextile.

3.2.1 The separation geotextile fabric shall be used on all subgrades that require the rigid geogrid to prevent the infiltration of fines.

3.2.2 Separation Geotextile Installation. The separation geotextile shall be laid out smooth and applied with tension to minimize wrinkles or folds on the prepared subgrade. The separation geotextile shall be oriented such that the roll length runs parallel to the construction centerline.

3.2.3 Exposure. The separation geotextile shall be covered with rigid geogrid material the same day of placement to protect against unnecessary exposure.

3.2.4 Overlaps. The end of separation geotextile rolls and adjacent separation geotextile rolls shall be overlapped a minimum of 3 feet. The overlap shall be in the direction of anticipated aggregate placement and shall be held in place by U-staples, washer pins or aggregate piles.

3.3 Rigid Geogrid Installation. The rigid geogrid shall be laid out smooth and applied with tension to minimize wrinkles or folds on the separation geotextile. The rigid geogrid shall be oriented such that the roll length runs parallel to the construction centerline.

3.3.1 Exposure. The rigid geogrid shall be covered with aggregate base material the same day of placement to protect against unnecessary exposure.

3.3.2 Overlaps. The end of rigid geogrid rolls and adjacent rigid geogrid rolls shall be overlapped a minimum of 3 feet. The overlap shall be in the direction of anticipated aggregate placement and shall be held in place by U-staples, washer pins or aggregate piles.

3.3.3 Intermediate Splicing. The rigid geogrid may require intermediate splices to provide for a smooth layout minimizing wrinkles or folds around curves. Each splice shall be overlapped a minimum of 3 feet and kept taut with fasteners.

3.4 Aggregate Placement. Materials shall be placed onto the rigid geogrid from the edge or over previously placed aggregate. A minimum of 6 inches of crushed aggregate shall be placed over the rigid geogrid before construction equipment is allowed on the material. Construction equipment will not be allowed directly on the rigid geogrid. Rollers shall not use vibratory compaction. Avoid sudden stops or sharp turns when operation construction equipment over the rigid geogrid.

3.5 Damaged Areas. If any separation geotextile or rigid geogrid is damaged during installation, the contractor shall repair or replace the separation geotextile and rigid geogrid in accordance

with manufacturer's recommendations. The contractor shall replace any separation geotextile and rigid geogrid damaged prior to or during installation at no expense to the commission.

4.0 Method of Measurement. Measurement of the separation geotextile and rigid geogrid will be made to the nearest square yard. Incidental overlaps for connections and splices are not included in the pay item.

5.0 Basis of Payment. Payment for the rigid geogrid will be paid for at the contract unit price for 304-99.05, Rigid Geogrid to Enhance Aggregate or Rock Base, per square yard. Payment for the separation geotextile will be paid for at the contract unit price for 624-01.04A, Separation Geotextile, per square yard.

V. Contractor Furnished Borrow

1.0 Description. This project will be constructed with the primary source of fill material being borrow provided by the Contractor. The Contractor will be responsible for providing borrow material from an offsite location for this project. All borrow sites must be approved for use by the Engineer prior to being incorporated into the project. In addition to the requirements of Sec 203.3, the Contractor shall test the material from the borrow site and provide the results to the Engineer a minimum of 30 days prior to the start of work. The borrow material must be sufficiently cohesive to prevent erosion of the slopes. The material from the contractor furnished borrow site shall have a Plasticity Index (PI) between 10 and 30. Borrow sites that contain material with over 25% sand content, high organic content, or fall outside the acceptable PI range will not be accepted.

2.0 Basis of Payment. The Contractor will receive no direct compensation for compliance with this provision. All costs associated with this provision shall be considered included in and completely covered by the grading pay item(s) in the contract.

W. Modified Rock Base

1.0 Description. This work shall consist of a base material composed of Rock Base and Aggregate Base as shown in the plans. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer. This work also includes daylighting the rock base and finishing the inslopes.

2.0 Materials. Material for Aggregate Base shall be in accordance with Section 304. Material for Rock Base shall be in accordance with Section 303. Additional mechanical processing beyond excavation, such as, but not limited to, scalping, size reduction, washing, etc., of the material may be necessary to meet this specification.

3.0 Construction Requirements. Construction of Aggregate Base shall be in accordance with Section 304. Construction of Rock Base shall be in accordance with Section 303.

4.0 Method of Measurement. Final measurement of the completed Modified Rock Base will not be made, except for authorized changes during construction. Where appreciable errors are found in the contract quantity, the revision or correction will be computed and added to or deducted from the contract quantity for Modified Rock Base to the nearest 0.10 square yard.

5.0 Basis of Payment.

5.1 Payment for Modified Rock Base will be considered completely covered by the bid items in the contract documents for pavement and 304-99.05, Modified Rock Base, per square yard. There will be no additional compensation for any item associated with the use of an alternate technical concept.

5.2 The Commission does not warrant that there are sufficient quantities of Class C material within the project limits to construct the Modified Rock Base. If the contractor elects to provide additional material to construct the rock base, the additional material will be considered included in plan quantity for items set up in the contract. No additional payment will be made for material needed to maintain the required edge slopes.

X. Proof rolling Requirements

1.0 Description. Perform proof rolling of in-situ soils (original ground and embankment foundation layers) to identify and remediate unstable, non-uniform, or pumping areas prior to placement of structural fill or subgrade stabilization. Proof rolling is a construction verification procedure; acceptance is based on performance (deflection/rutting limits and visual observations) and subsequent remediation of distressed areas.

Note: Project-specific geotechnical exploration identified shallow soft/loose soils (SPT $N \leq 4$) within approximately 4–7 feet bgs in multiple locations and recommended extensive proof rolling prior to engineered fill placement. Upper silty zones are moisture-sensitive and prone to degradation under traffic.

1.1 Areas to be Proof rolled. Project limits of US 67 Phase 4 at the discretion of the Engineer, full width of proposed pavement plus 2 ft outside each edge, embankment foundations, bridge approaches, and any other areas designated by the Engineer.

2.0 Equipment. Equipment for proof rolling may consist of:

- Option A – Heavy Pneumatic-Tired Roller: Loaded weight ≥ 25 tons.
- Option B – On-Highway Dump Truck: Minimum gross weight 15 tons for original ground; 33 tons for subgrade/subbase.

3.0 Coverage. All in-situ soils designated by the engineer shall be traversed with as many passes as necessary to achieve full coverage. A pass is defined as a single trip of the dump truck or roller in one direction on the material surface. Coverage means the entire width and length of the area required to be proof rolled having been contacted by pneumatic tires. Proof rolling shall be performed at a “walking” pace.

4.0 Acceptance. Soils should be free from visible pumping, cracking or other signs of failure upon completion of profiling. Rutting should be less than 1 inch.

5.0 Measurement. Measurement will be made on a lineal foot basis for the area to be proof rolled. No separate measurement will be made for individual passes. Remediation of defective areas shall be paid for separately. Quantities of class A excavation, modified rock base, and separation geotextile have been provided in the plans for use in remediation at the direction of the engineer.

6.0 Basis of Payment. The accepted quantity of proof rolling will be paid for at the contract unit bid price for Item 203-99.03, Misc. Proof Rolling, per linear foot.

Y. Settlement Gauges

1.0 Description. This work shall consist of installing settlement gauges for the purpose of obtaining foundation settlement data during and following placement of embankment and surcharge construction. An estimated number of settlement gauges will be indicated in the contract. The exact number and locations will be determined by the engineer.

2.0 Material. Material for Settlement Gauges shall be in accordance with Sec. 204.10.

3.0 Construction Requirements. It shall be the responsibility of the contractor to furnish all necessary material, labor, and equipment for the purpose of constructing and installing the settlement gauges in accordance with the standard specifications and standard drawings, Embankment Monitoring Sec 204. The contractor will notify the engineer a minimum of 48 hours in advance of installation of the settlement gauges. In addition, the contractor will notify the engineer 24 hours in advance each time that the settlement gauge length will be modified during construction of the embankment and will coordinate with the engineer to get all required settlement data prior to proceeding with the embankment construction.

3.1 Soil Investigation has revealed that there are multiple areas throughout the project that will require monitoring before, during and after placement of the embankment. Settlement Gauges will be placed at the centerline of the roadway in the following locations:

Plate #1	CR 278	STA. 19+40
Plate #2	CR 278	STA. 19+15
Plate #3	CR 278	STA. 21+90
Plate #4	CR 278	STA. 22+15

Note: Settlement will also have to be complete for the construction of the bridge abutments to be permitted, pile driving and pre-boring cannot occur during this time until settlement is complete. Settlement will be considered complete when less than 0.125 of an inch of settlement is recorded for 2 consecutive 2- week periods. The settlement gauges shall be read and recorded every 2 weeks by the engineer after fill operations start and continue until the settlement is complete.

3.2 Settlement rates and times are based on information gathered during the geotechnical investigation. The actual rates and times may vary. No additional compensation will be made for work stoppages or delays related to additional time required to complete the settlement.

4.0 Basis of Payment. Accepted settlement gauges, complete in place, will be paid for at the contract unit price. No direct payment will be made for any devices required to protect the gauges.

Z. 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 All Lane Closures with two-way Flagging Operations.

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.

AA. Misc. Traffic Control Requirements

1.0 Traffic Switch between Stage 1 & 2.

1.1 During Stage 1, existing Route 67 will remain open to two-way traffic at all times.

1.2 Stage 2 begins when Proposed Route 67, including crossover pavement and Arkansas' section of Proposed Route 67 (Project 101173), is completed and opened to traffic. Proposed Route 67 pavement must be opened to traffic in conjunction and coordination with ARDOT and their contractor.

2.0 Byrnes Ditch Proposed Box Culvert. The staging to build this double box culvert is in three (3) separate sections over the course of two (2) stages.

2.1 The first (upstream) and third (downstream) sections should be built during Stage 1 in order to construct the crossover pavement to connect the Proposed Route 67 northbound lanes to Existing Route 67 pavement while traffic is still open on Existing Route 67.

2.1.1 There is potential for there to be a delay between Stage 1 and Stage 2 due to ARDOT's project schedule, which would leave the partially built and temporary ditching routing longer than recommended. Therefore, the contractor shall not leave the partially built box culvert in place for longer than 60 calendar days. The contractor may need to delay the start of the box culvert construction due ARDOT's project schedule. The contractor shall obtain concurrence from the engineer before starting this construction.

2.2 When traffic is switched over to Proposed Route 67 lanes (see Section 2.0 below), the contractor shall remove the existing Route 67 pavement and construct the 2nd (middle) section.

3.0 Basis of Payment. No direct pay shall be made for compliance with the provisions above.

BB. Dewatering JSP

1.0 Description. This provision covers dewatering the site as necessary to provide a suitable condition for the construction of the culvert, as approved by the engineer. This work shall be done in accordance with Sec 206 and this specification.

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

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for dewatering will be paid for at the contract unit bid price for **Item 206-99.01, Misc. Dewatering, per lump sum AND** will be made regardless of which dewatering means is utilized. No payment will be made if the work area is not maintained in a dewatered state, as approved by the engineer. The lump sum payment for dewatering will be full compensation and no time extensions will be made regardless of which means and methods are utilized by the contractor.

CC. Pigmenting and Texturing Concrete

1.0 Description. This work shall consist of pigmenting, texturing, and sealing the concrete to give the appearance of brick pavers for the low-profile truck apron in the roundabout.

2.0 Materials. The Manufacturer shall submit to the Engineer, setting forth the brand name, designation (if any), composition and general description of the material to be used in the process of pigmenting. The manufacturer shall submit typical amounts of material to be used in the mixing of the concrete.

2.1 Pigment shall be red in color and shall be free from oil, grease, dirt and nonferrous particles and shall cause no deleterious effects to the concrete mix. The designated concrete median strips and islands shall have a Red textured brick pattern similar to the intersection at Route 13 (Kansas Expressway) and Route 60 (James River Freeway) as approved by the engineer. The manufacturer shall guarantee that all materials used in the pigmenting process will have no deleterious effects on the strength and overall integrity of the concrete.

3.0 Texturing. After surface irregularities have been removed, the concrete shall be given a uniform surface finish to give the appearance of brick pavers. The method by which the surface is textured is left to the discretion of the Contractor. A stamp or roller device is preferred to maintain consistency. Hand texturing will be permitted in irregular areas where, in the opinion of the Engineer, a stamp or roller device would no longer be beneficial or would not give a satisfactory appearance to the surface of the concrete. Prior to placing the concrete, the Contractor and Engineer shall review all perceived areas where hand texturing may be necessary. The Engineer shall make all efforts to minimize the amount of area to be hand textured. The material used for tinting shall be mixed into the concrete prior to being placed. The contractor shall not be allowed to just place the tinting material on the surface. All median strips and islands shall have a 6-inch smooth edge on the top surface outlining the island or median strip for

pavement marking. Tar paper shall be required around the border of the form so that the surrounding pavement will not be marred or stained.

4.0 Construction Requirements. This work shall be done in accordance with the requirements of Section 502 and 608.

5.0 Method of Measurement. Concrete areas shall be computed to the nearest 1/10 square yard.

6.0 Basis of Payment. Payment for the above described work including all materials, equipment, labor and any other incidental work necessary to complete the item shall be considered as completely covered in pay items:

502-99.05, 8 IN. Truck Apron (Pigmented & Textured), per square yard

DD. Draining Ponds and Removal of Unsuitable Material

1.0 Description. Existing pond at Sta 990+97.61 is to be drained and unsuitable material removed prior to embankment construction.

2.0 Construction Requirements.

2.1 The contractor shall submit a plan to the engineer at least 2 weeks prior to draining ponds. Plan should include, but is not limited to, contractor's method for controlling runoff so that flooding does not occur on adjacent properties and proposed erosion control devices to contain any sediment.

2.2 Unsuitable material shall be removed from the bottom of the ponds to a depth of suitable material. Contract quantities for removal and replacement of unsuitable material have been estimated at a depth of 2 feet for Class A Excavation and Embankment in Place. Unsuitable material shall not be used in roadway embankment. This material may be processed and used on slopes with approval of the engineer.

3.0 Basis of Payment. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the following items:

Item No. 203-10.00, Class A Excavation, per cubic yard
Item No. 203-55.00, Embankment in Place, per cubic yard
Item No. 806-99.02, Misc. Draining Ponds, per each

EE. 404 Permit Delay

1.0 Description. The contractor and the Commission understand and agree that there has been and may continue to be a delay in the issuance of the 404 Permit for this project. This permit delay may result in restraints on the contractor's ability to perform work on this project.

2.0 The 404 permit is anticipated to be issued by the Corps of Engineers by the notice to proceed date of this project, however, this date is not warranted, and a later date is equally possible. The

contractor and the Commission understand and agree that due to a delay in the issuance of the 404 Permit, the work site for this job may not be available for the contractor to commence work on the job site until after the notice to proceed. Therefore, the parties mutually agree that the notice to proceed on this project will not be issued until the 404 Permit has been issued, unless the engineer and the contractor mutually decide that the notice to proceed should be issued on an earlier date.

2.1 The contractor will not have general access to the work site for construction purposes until the date the notice to proceed is issued. However, the contractor and its subcontractors may proceed to order necessary supplies, materials, and equipment for this project, and may visit the available portions of the job site to prepare for the later construction work, prior to the date the notice to proceed is issued.

2.2 The contractor is required to plan its order of work, manpower and equipment loading, and bid, taking into consideration all effects of delayed issuance of the 404 Permit. Any effects, impacts, cumulative impacts or consequences of delay in issuance of the 404 Permit shall be non-compensable. This shall include any claim for extra work, as well as delay effects on work not delayed, suspension or acceleration of the work, differing site condition, interference or otherwise.

2.3 The contractor and the Commission understand and agree that by executing this contract, the contractor releases the Commission from any possible liability under this contract or for a possible breach of this contract for failing to make the job site available until the notice to proceed is issued in accordance with the terms of this contract, or for failing to timely and promptly issue the notice to proceed to the contractor, and for all direct and indirect, incidental, or consequential damages or losses the contractor may suffer from this delay in making the job site available or issuing a timely notice to proceed. The contractor further waives any possible claim, action, cause of action, or right to sue the Commission, Missouri Department of Transportation, or their members, employees, agents or representatives which the contractor may have by contract, at law or in equity, concerning the delay in issuing the notice to proceed of making the job site available, or any liability, losses, or damages the contractor may have experienced as a result of those Commission actions.

2.4 The contractors SOLE REMEDY for any delay in issuance of the 404 Permit is that the completion date of this contract shall be extended, day for day, for each day that delayed issuance of the 404 Permit actually interferes with the major items of work as of the time of the occurrence both as shown by the contractor's current progress schedule and as determined by the engineer.

2.5 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.

FF. Tree Clearing Restriction JSP-07-05C

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

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Route: 67

County: Butler

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

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

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