

Job No.: J4P2333/J3P3109

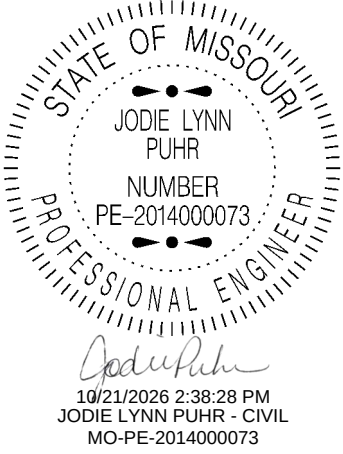
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	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J4P2333 LAFAYETTE/JOHNSON COUNTY, MO DATE PREPARED: 8/11/25
	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- 13-01N

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

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work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: December 21, 2026
Contract Completion Date: March 15, 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
J4P2333	964	\$2300
J3P3109	87	\$2300

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 **\$3000** 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.

5.0 Liquidated Damages for Winter Months. Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

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

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

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

inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The

warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

3.3 The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer. The contractor may not work during the following listed hours:

Route 13 SB and NB
7:00 a.m. - 6:00 p.m. Monday through Friday
10:00 a.m. - 6:00 p.m. Saturday and Sunday

3.4 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 8:00 PM to 6:00 AM for this project.

3.5 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, 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 delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

4.0 Detours and Lane Closures.

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

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

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

D. Emergency Provisions and Incident Management

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

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

Missouri Highway Patrol (800-525-5555)	
City of Warrensburg	City of Higginsville
Fire: 660-747-9136	Fire and Rescue: 660-584-67672106
Police: 660-747-9133	Police: 660-584-2104
City of Concordia	City of Odessa
Fire: 660-463-7900	Fire: 816-633-7182
Police: 660-463-2140	Police: 816-633-7575
City of Knob Noster	
Fire: 660-563-8000	
Police: 660-563-2233	
Johnson County Sheriff: 660-747-5511, Lafayette County Sheriff: 660-259-3622	
Johnson County Fire District: 660-747-5511	

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

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

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

E. Project Contact for Contractor/Bidder Questions

1.0 All questions concerning this project during the bidding process shall be forwarded to the

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project contact listed below.

Jodie Puhr, Project Contact
Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086

Telephone Number: 816-607-2254
Email: Jodie.Puhr@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:

Brian Iles, Resident Engineer
Kansas City District
3000 Commercial Drive, Suite 103
Higginsville, MO 64037

Telephone Number: 660-584-7757
Email: brian.iles@modot.mo.gov

F. Utilities

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Johnson County PWSD #1 Tony Renolds 4 NW OO Highway Warrensburg, MO 64093 (660) 429-2231 (660) 864-8695 treynolds.pwsd1jc@gmail.com	Yes Section 2.1 3.1	Water
BrightSpeed Tonjia Baldwin (573) 634-1725 (573) 415-6308 Tonjia.Baldwin@BrightSpeed.com	Yes Section 2.2 3.2	Communications

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Bluebird Fiber David Frazier 800 NW Chipman Rd, Suite 5750 Lee's Summit, MO 64063 (816) 237-2125 david.frazier@bluebirdnetwork.com	Yes Section 2.3 - J3P3109 3.3 - J4P2333	Communications
West Central Electric Cooperative Pete Nelson 506 N Broadway Street Oak Grove, MO 64075 (660) 537-1142 (816) 565-4935 pete@wcecoop.com	Yes Section 2.4 - J3P3109 3.4 - J4P2333	Power
AT&T Distribution Shane Jarman 2121 East 63rd Street Kansas City, MO 64160 (816) 944-9428 SJ3085@att.com	None - J3P3109 Yes Section 3.5 - J4P2333	Communications
LUMEN Rick Redel 711 E. 19th St Kansas City, MO 64108 (816) 518-2804 richard.redel@lumen.com	None - J3P3109 Yes Section 3.1 - J4P2333	Communications
Southern Star Central Gas Pipeline Jon Tabor 4700 State Route 56 Owensboro, KY 42301 (270) 231-7213 Jon.Tabor@southernstar.com	None - J3P3109 Yes Section 3.1 - J4P2333	Pipeline
Evergy Distribution Sean Crawford Sean.Crawford@evergy.com	None - J3P3109 Yes Section 3.6 - J4P2333	Power
Evergy Transmission Aaron Lammers (816) 652-1411 (913) 253-6835 aaron.lammers@evergy.com	Yes Section 2.5 - J3P3109 3.7 - J4P2333	Power
Enbridge Energy Steve Dahnke 119 N 25th Street E Superior, WI 54880 (715) 718-1236 steven.dahnke@enbridge.com	None - J3P3109 Yes Section 3.1 - J4P2333	Pipeline

LJS COUNTIES CPWSD 2 Tammie Winter 1801 Walnut Street Higginsville, MO 64037 (660) 584-2344 twinter@cpwsd2ljs.com	None – J3P3109 Yes Section 3.8 – J4P2333	Water
Green Hills Communications (formerly Citizens) Cody Meyers 1905 Walnut Street Higginsville, MO 64037 (800) 321-4282 (660) 584-6552 codym@ghc.com	None – J3P3109 Yes Section 3.9 – J4P2333	Communications
Charter Communications Alex Gulak 8221 W 119th St Overland Park, KS 66213 (816) 222-5485 (816) 520-719 Alexey.Gulak@charter.com	Yes Section 2.6 – J3P3109 2.10 – J4P2333	Communications

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

2.0 Project Specific Notes (J3P3109 Project Only)

2.1 Johnson County PWSD#1 has an underground waterline (4") along the west side of Route 13 between CRD 750 and south of CRD 730-- approximately STA 231+50 to STA 244+50 that will need to be relocated to the proposed easement. Contractor will be performing the relocation work. It is unclear at this time how long relocations will take.

2.2 BrightSpeed has an underground line along the west side of Route 13 between CRD 750 and south of CRD 730-- approximately STA 231+50 to STA 244+50 that will need to be relocated to the proposed telephone easement on the east side of Route 13. BrightSpeed also has aerial fiber facilities within United (now BrightSpeed) easement on the east side of Route 13 from (maybe CRD 1150 too??) 1050 Road to Route E-- approximately (maybe STA 26+53 too??) STA 79+39 to STA 231+35 (beginning of J3P3109 project) to STA 236+20 (within J3P3109 project limits). These aerial lines are being removed and replaced with underground fiber facilities within the proposed United (now BrightSpeed) Telephone easement. Relocations will take approximately 6-8 weeks to complete and will not be completed prior to NTP.

2.3 Bluebird has an underground line running south along the west side of Route 13 at Route H to Route E-- approximately STA 207+61 to STA 231+35(beginning of J3P3109 project) to STA 234+43. Construction will take approximately 2 weeks and will not be completed prior to NTP.

2.4 West Central Electric has overhead facilities on private property in an existing prescriptive easement along the east side of Route 13 approximately at STA 232+10 (within J3P3109 project limits) then cross over to the west side of Route 13 between 750th Road and 730th Road also within a prescriptive easement-- approximately STA 234+50 to STA 244+31 (end of J3P3109 project limits) and continue south to NW 700 Rd at approximately STA 261+00 (within J4P2333 project limits). These facilities will need to be relocated underground further to the west within the PWSD#1 waterline easement or proposed Evergy Transmission easement (to be acquired by Evergy Transmission). Coordination with Evergy Transmission and PWSD#1 will be required for West Central Electric's relocation. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

2.5 Evergy Transmission has overhead power facilities within MoDOT ROW on the west side of Route 13 from STA 231+35 to STA 260+25 (the NW quadrant of 700 Rd). Power facilities within J3P3109 project limits will be relocated to 6ft utility corridor on the west side of Route 13 from approximately STA 231+35 to STA 244+31. Coordination with West Central Electric, BrightSpeed, Charter Communications, and PWSD#1 will be required. Evergy Transmission materials are scheduled to be delivered in July 2026. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

2.6 Charter Communications has underground facilities in MoDOT ROW along Route 13 from Route YY/CRD 1200 to NW 730th Road-- approximately STA 0+50 to STA 231+35 (start of J3P3109 Project), continue through J3P3109 Project-- approximately STA 244+ 30, and beyond to CRD 700-- approximately STA 260+57. Underground facilities will be relocated to new 6ft utility corridor. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

3.0 Project Specific Notes (For J4P2333 Project Only)

3.1 Johnson County PWSD#1 has an underground waterline (4") within an existing Johnson County PWSD #1 easement that crosses to the east side of Route 13 at 950 Rd that will need to be relocated to the proposed Johnson County PWSD#1 easement- approximately STA 129+00 to STA 130+00. At CRD 875 on the west side of Route 13 an underground waterline (3") within an existing Johnson County PWSD #1 easement will need to be relocated to the proposed Johnson County PWSD#1 easement- approximately STA 166+50 to STA 168+50. North of 800th Rd/Route H on the east side of Route 13, an underground waterline (2") will need to be relocated to the proposed easement- approximately STA 196+00 to STA 209+00- then crossing Route 13 to the west side. The underground waterline (4") running along the west side of Route 13- approximately STA 209+00 to STA 231+50 (start of project J3P3109). Relocations will resume again along the west side of Route 13 at approximately STA 259+00 to STA 262+00 and include a crossing at STA 259+00. An underground waterline (6") will need to be relocated into the proposed easement along the west side of Route 13 from approximately STA 267+00 to STA 287+00. Relocations will resume again for an underground waterline (6") along the west side of Route 13 from approximately STA 299+75 to STA 301+25 for the sight-triangle at CRD 625. At CRD 600-- approximately STA 313+50, a replacement waterline (6") will be relocated on the west side of Route 13 and will cross to the east side of Route 13 at STA 314+50 and continue running south to STA 329+10. An underground waterline (12") will be relocated on the east side of Route 13 from STA 329+10 to STA 372+25 and will cross Route 13 to the west side and continue south to STA 394+90 and Route OO. This line will then cross back over to the east side of Route 13 and connect to the existing waterline at STA 394+90. A waterline (2") will be relocated on the east side of Route 13 from STA 372+25 to CRD 465 (approximately STA

372+25). Water main crossings will occur at approximately STA 333+90, STA 351+25, and STA 359+50. It is unclear at this time how long relocations will take and the MoDOT Contractor will be responsible for performing the relocation work.

3.2 BrightSpeed has aerial fiber facilities within United (now BrightSpeed) easement on the east side of Route 13 from (maybe CRD 1150 too??) 1050 Road to Route E-- approximately (maybe STA 26+53 too??) STA 79+39 to STA 231+35 (beginning of J3P3109 project) to STA 236+20 (within J3P3109 project limits). These aerial lines are being removed and replaced with underground fiber facilities within the proposed United (now BrightSpeed) Telephone easement. A United (now BrightSpeed) easement is located on both the east and west sides of Route 13 from Route H to Route E-- approximately STA 207+61 to STA 236+20. BrightSpeed has underground facilities within MoDOT ROW on the east side of Route 13 from Route E to Route OO-- approximately STA 236+20 (within J3P3109 project limits) to STA 398+49 (end of project J4P2333). These underground facilities will be relocated to the new ROW line within the 6ft utility corridor. Construction timeline is anticipated to take 6-8 weeks for completion.

3.3 Bluebird has an underground line within MoDOT ROW running along the east side of Route 13 from CRD 1150 to the UDC USA Manufacturing Facilities Plant (approximately 3700ft south)- approximately STA 26+53 to STA 63+53 . An underground line running south along the west side of Route 13 at Route H to Route E-- approximately STA 207+61 to STA 231+35(beginning of J3P3109 project) to STA 234+43. An underground line within MoDOT ROW running west along Route V to Route 13, then running south along the east side of Route 13-- approximately STA 393+00 to STA 396+00. Construction will take approximately 45-60 days to complete: 2 weeks for CRD1150, 2 weeks for Rte E, and 2 weeks for Rte V.

3.4 West Central Electric has overhead facilities in an existing prescriptive easement along the west side of Route 13 between 750th Road and 730th Road-- approximately STA 231+35 (beginning of J3P3109 project) to STA 244+31 (end of J3P3109 project) and continue south to NW 700 Rd-- approximately STA 261+00. Overhead facilities that continue along the side roads of 750th Rd and 730th Rd will remain in place and overhead facilities along Route 13-- approximately STA 231+35 to STA 261+00 will be relocated underground further to the west within the PWSD#1 waterline or proposed Evergy easement (to be acquired by Evergy Transmission). West Central Electric also has overhead facilities along the east side of Route 13 from CRD 600 to Route OO-- approximately STA 313+00 to STA 398+20. These facilities will be relocated further to the east within another prescriptive easement. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

3.5 AT&T has underground facilities within an existing AT&T easement on the east side of Route 13 from BlackJack Creek to CRD 1200/Route YY-- approximately STA 360+00 to STA 502+65 and CRD 1200/RouteYY to CRD 1050-- approximately STA 0+00 to STA 79+39. These facilities will need to be relocated to the proposed AT&T easement on the east side. AT&T also has underground facilities within MoDOT ROW on the east side of Route 13 from CRD 1050 to CRD 950-- approximately STA 79+39 to STA 129+00. These facilities will need to be relocated to the new 6ft utility corridor on the east side. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

3.6 Evergy Distribution has existing overhead power facilities on the west side of Route 13 from just south of NE 700 Rd to just north of NW 625 Rd-- approximately STA 264+00 to STA 287+00. These facilities will be relocated to the new 6ft utility corridor on the west side of Route 13. Evergy Distribution also has existing overhead power facilities on the east side of Route 13

from just south of NW 625 Rd to just south of NW 575 Rd-- approximately STA 301+00 to STA 328+50. These facilities will be relocated to the west side out Route 13. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

3.7 Everygy Transmission has overhead power facilities within MoDOT ROW on the west side of Route 13 from STA 231+35 to STA 258+50 (the NW quadrant of 700 Rd). Everygy plans to replace the power poles in the same location as existing where MoDOT ROW is not expanding, while relocating their facilities further to the 6ft utility corridor at Borland Rd, CRD 1200/County Line, just north of Route H (approximately STA 196+00 to STA 231+35 (beginning of J3P3109), and just north of CRD 700 Rd (approximately STA 258+50). Coordination with West Central Electric and PWSD#1 will be required. Everygy plans to purchase an aerial easement for these locations. Everygy Transmission poles are scheduled to be delivered in July 2026 and it is unclear at this time how long relocations will take or whether they will be completed prior to NTP.

3.8 Lafayette, Johnson, and Saline County PWSD#2 has existing facilities within a waterline easement on the east side of Route 13 from BlackJack Creek to Route YY-- approximately STA 360+00 to STA 502+65. Relocations will be the responsibility of the MoDOT Contractor and waterlines will be relocated to proposed waterline easement. It is unclear at this time how long relocations will take.

3.9 Green Hills Communications is abandoning their underground facilities located within MoDOT ROW on the east side of Route 13 from South of I-70 to 20239 Graham Lane-- approximately STA 358+00 to STA 380+40 with their upcoming project. There should be no impacts with MoDOT's project. It is unclear at this time when they will have abandoned these facilities and whether this will be completed prior to NTP.

3.10 Charter Communications has underground facilities in MoDOT ROW along Route 13 from Route YY/CRD 1200 to NW 730th Road-- approximately STA 0+50 to STA 231+35 (start of J3P3109 Project), continue through J3P3109 Project-- approximately STA 244+ 30, and beyond to CRD 700-- approximately STA 260+57. Underground facilities will be relocated to new 6ft utility corridor. It is unclear at this time how long relocations will take and whether they will be completed prior to NTP.

G. Supplemental Revisions JSP-18-01KK

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

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

- Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT’s statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project’s Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;

- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

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

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

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

106.9 Buy America Requirements.

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

106.9.1 Buy America Requirements for Iron or Steel Products.

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

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

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

106.9.1.3 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

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

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

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

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

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

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

106.9.3 Buy America Requirements for Manufactured Products.

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

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

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

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

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

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

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

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

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

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

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

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

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

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

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

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

H. Contractor Quality Control and Daily Reporting

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

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

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

3.3.2 CDWR information:

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

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week

schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

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

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. Discussion topics should include: safety precautions, QC testing, traffic impacts, and any required Hold Points.

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

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

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

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

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

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

I. Pavement Marking Log

1.0 Description. The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at

the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

2.0 Basis of Payment. No direct payment will be made for logging of existing pavement marking.

J. Permanent Aggregate Edge Treatment

1.0 Description. This work shall consist of furnishing and installing a permanent aggregate edge treatment along the edge of shoulder or pavement as shown on the plans or as directed by the engineer.

2.0 Construction Requirements. Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

3.0 Material Requirements. Material used for the aggregate edge treatment shall be Type 1, 5, or 7 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer. Bituminous cold millings meeting the gradation for Type 1, 5 or 7 Aggregate may be used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

4.0 Measurement by Weight. Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

5.0 Basis of Payment. The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment and material to complete the described work. No fuel adjustment will be made for Permanent Aggregate Edge Treatment.

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

L. 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 \$107,200 will be added by the Commission to the total bid using an asphalt alternate for the (*Mainline/ Alternate A*) 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 \$303,400 will be added by the Commission to the total bid using an asphalt alternate for the (*Mainline/ Alternate C*) 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 \$1,285,600 will be added by the Commission to the total bid using an asphalt alternate for the (*Passing Lane/ 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.

2.2 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 (*thicker/ asphalt*) 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.

M. Relocating and Mounting Existing Signs to New Posts

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

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

3.0 Method of Measurement. Measurement will be made per each for relocating and mounting existing signs to new posts. Measurement for any concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

4.0 Basis of Payment. All cost incurred for relocating and mounting existing signs to new posts at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item 903-99.02, Relocate Exist. Signs to New Posts, per Each. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

N. Temporary Fence

1.0 Description. This work shall consist of the furnishing, installation, maintenance and removal of temporary fence.

2.0 Construction Requirements. The temporary fence shall be a standard woven wire farm fence standing 47" high from the ground line. Two strands of barbed wire shall be installed above the woven wire fence unless otherwise specified on the plans. Line posts shall be 8 ft. long type 'T' steel posts spaced at 10 ft. Corner and end assemblies shall be 8 ft. long, 5" diameter wood posts with a 4" diameter wood brace. Fence shall be sufficiently braced for wire stretching. All temporary fence materials shall be approved by the engineer prior to installation. The temporary fence shall be installed as directed by the engineer.

Prior to beginning work, the contractor shall notify the pertinent owners to coordinate the installation of the temporary fence outside of the new right of way and temporary easement areas. The contractor is responsible for maintaining the fence for the duration of the project. The temporary fence shall not be removed prior to the installation of permanent fence by the property owner. The contractor shall coordinate with property owners as work progresses, so that the owner can construct permanent fencing along the new right of way line immediately upon completion of work. If the location of the temporary fence conflicts with the installation of the permanent fence, the contractor shall coordinate removal with the property owner. Should the property owner wish to keep the temporary fence in place after project completion, the contractor shall leave in place and provide no further maintenance once the project is complete. Otherwise, the removal is to be coordinated with the property owner prior to completion of the project. Property owner contact information will be given to the contractor by the Engineer.

3.0 Method of Measurement. Measurement of temporary fence will be made to the nearest linear foot and shall include all gates.

4.0 Basis of Payment. Section 607.10.5 is supplemented by the following:

4.1 All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices for Item No. 607-99.03, "Temporary Fence", per linear foot.

O. Access to Commercial and Private Properties

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

1.1 The contractor shall notify the businesses or property owners 14 calendar days prior to any area of entrance closure or construction. The contractor will contact each property owner at least one week prior to any sidewalk or entrance construction within their property limits to advise them of the work that will take place and the timeframe of the work.

1.1.1 The contractor shall notify all property owners 30 calendar days prior to any fence removal or placement to ensure time for any livestock or equipment move.

2.0 Construction Requirements. The contractor shall keep one-half of the entrance open at all times unless there is not sufficient width for vehicle ingress and egress. If there exists more than one entrance to the property, the contractor shall keep a minimum of one entrance to that property.

2.1 Properties 19 (Britton) and 21 (Epps and McConnell) in the J4P2333 plans shall have temporary road built and in place before closure of the properties' entrances.

2.2 NW 730 Road in the J3P3109 plans shall have the temporary road built and in place before closure of county road.

3.0 Liquidated Damages Specified. If the entire entrance is not complete and open to traffic prior to within 5 calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$500.00 per day for each full day that an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision.

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

P. Delayed Possession – Right of Way Clearance

1. **Description.** The right-of-way for this project has been acquired except for the following parcels:

- Tract 13 – George E & Letha Sue Boland (J4P2333)
- Tract 29 – Christopher Gallager (J4P2333)
- Tract 47 – Black River Realty (J4P2333)
- Tract 75 – JB Contracting Inc (J4P2333)
- Tract 83 – Robert Dale Mannering (J4P2333)
- Tract 7 & 8 – Johnson County Commissioners (J3P3109)

1.1 The contractor shall inform itself of the location of these tracts. No encroachment, storage of equipment and materials or construction on these tracts shall be permitted until notification by the engineer is given that these tracts have been acquired.

1.2 The contractor shall schedule its work utilizing the available right of way until these tracts are cleared for construction, which is estimated to be July 20, 2026. However, this date expressly is not a warranty by or contractually binding on the Commission as the date the tracts will be clear for construction. No encroachment or storage of equipment and materials is expressly not a warranty by or contractually binding on the Commission as the date by which construction on this tract shall be permitted until the contractor is notified by the engineer that the tracts have been acquired.

1.2 The contractor shall have no claim for damage for delay, disruption, interference or otherwise because of the unavailability of the previously named tracts. The contractor may be given an extension of time upon proof of actual delay caused by the unavailability of these tracts as approved by the engineer.

Q. Corrugated Metallic-Coated Steel Pipe-Arch Type B-1

1.0 Description. This work shall consist of furnishing horizontal corrugated metallic-coated steel pipe-arch, laid upon a bed, and backfilled as specified on the plans or as directed by the engineer. This work shall be in accordance with Sec 725 and accompanying provisions except as modified herein.

2.0 Material. All material, unless specified otherwise in this specification, shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Corrugated Metallic-Coated Steel Culvert Pipe, Pipe-Arches and End Sections	1020

3.0 Construction Requirements. The construction requirements shall conform to Sec 724.2 and 725.3.

4.0 Method of Measurement. All quantities will be paid in accordance with Section 724.4

5.0 Basis of Payment. Section 724.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item 725-99.03, Corrugated Metallic-Coated Steel Pipe-Arch B-1, per LF

R. B1 Flared End Section

1.0 Description. This work shall consist of furnishing and installing precast horizontal concrete flared end sections of the size and shape shown on the plans or as specified by the engineer. This work shall be in accordance with Sec 732 and accompanying provisions except as modified herein.

2.0 Material. The materials shall be in accordance with Sec 732.2.

3.0 Construction Requirements. The construction requirements shall conform to Sec 732.3.

4.0 Method of Measurement. The quantities will be paid in accordance with Section 732.4.

5.0 Basis of Payment. Section 732.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item 732-99.02, B1 Flared End Section, per each

S. Reinforced Concrete Elliptical Pipe

1.0 Description. This work shall consist of furnishing horizontal elliptical reinforced concrete pipe culvert, laid upon a bed, and backfilled as specified on the plans or as directed by the engineer. This work shall be in accordance with Sec 726 and accompanying provisions except as modified herein.

2.0 Material. All material, unless specified otherwise in this specification, shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item Section

Reinforced Concrete Elliptical Culvert Pipe 1034

3.0 Construction Requirements. The construction requirements shall conform to Sec 724.2 and 726.3.

4.0 Method of Measurement. All quantities will be paid for in accordance with Section 724.4

5.0 Basis of Payment. Section 724.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item 726-99.03, 23 in. x 14 in. Class IV Reinforced Concrete Elliptical Pipe, per LF

Item 726-99.03, 60 in. x 38 in. Class IV Reinforced Concrete Elliptical Pipe, per LF

T. Precast Concrete Elliptical Flared End Section

1.0 Description. This work shall consist of furnishing and installing precast horizontal concrete flared end sections of the size and shape shown on the plans or as specified by the engineer. This work shall be in accordance with Sec 732 and accompanying provisions except as modified herein.

2.0 Material. The materials shall be in accordance with Sec 732.2.

3.0 Construction Requirements. The construction requirements shall conform to Sec 732.3.

4.0 Method of Measurement. The quantities will be paid for in accordance with Section 732.4.

5.0 Basis of Payment. Section 732.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item 732-99.02, 23 in. x 14 in. Precast Concrete Elliptical Flared End Section, per each

Item 732-99.02, 60 in. x 38 in. Precast Concrete Elliptical Flared End Section, per each

U. Liquidated Damages Specified JSP-93-28A

1.0 Description Rte 13 at Rte H Closure. If Rte 13 Closure at Rte H is not complete and open to traffic within 115 days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2300 per day for each day, or partial day thereof, that Rte 13 Closure at Rte H is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.1 Description Rte 13 at Rte E Closure. If Rte 13 Closure at Rte E is not complete and open to traffic within 80 days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2300 per day for each day, or partial day thereof, that Rte 13 Closure at Rte E is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.2 Description Rte 13 at Rte YY Closure. If Rte 13 Closure at Rte YY is not complete and open to traffic within 40 days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2300 per day for each day, or partial day thereof, that Rte 13 Closure at Rte YY is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.3 The closures above shall not take place concurrently with any other closures.

1.4 Closures for Culverts. Any road closures needed for replacement of culverts will be completed during nighttime hours.

1.5 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.

V. Miscellaneous Type 5 Aggregate for Base

1.0 Description. This work shall consist of furnishing and placing aggregate for aggregate entrances as shown on the plans or as directed by the engineer.

2.0 Construction Requirements. Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

3.0 Material Requirements. Material used for the aggregate edge treatment shall be Type 5 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer. Bituminous cold millings meeting the gradation for Type 5 Aggregate may be used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

4.0 Measurement by Weight. Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

5.0 Basis of Payment. The accepted quantities of Type 5 Aggregate will be paid for at the contract unit price for 304-99.10, Misc. Type 5 Aggregate for Base, per ton and will be full compensation for all labor, equipment and material to complete the described work. An assumed depth of 3" to 6" was used for calculations. No fuel adjustment will be made for Misc. Type 5 Aggregate for Base.

W. Revisions to General Conditions of the Contract for Missouri Standard Specifications for Highway Construction

Insert the following definitions into Sec 101.2:

Agent of Contractor. Subcontractors, its employees, assigns, and agents.

Agent of MoDOT. Any private contractors, subcontractors, engineers, or the employees thereof performing work in accordance with the plans and specifications approved by MoDOT.

Commencement of Work. Also defined as the start of construction operations/activities, this is the date the Contractor, its employees, agents, and/or assigns first begins performing work pursuant to the terms of the contract, including the furnishing of labor, material, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of duties and obligations imposed by the contract. For purposes of clarity, this date shall be deemed to occur on the date certified payroll activities on the project commence.

Exceptions. Work items identified by the engineer, as documented on the semi-final inspection, that are allowed to be completed after the contract completion date but prior to the item-specific completion date established by the engineer. Failure to complete any excepted work item by the item-specific completion date will result in assessment of contract liquidated damages. Designation of exceptions not mandated by the contract is at the sole discretion of the engineer.

Typical exceptions include:

- a) Seasonal items (e.g., sodding, overseeding, establishment of grass for soil stabilization, or tree/shrub plantings)
- b) Tasks that have contractually required or allowed delays (e.g., removal of sediment control devices, waiting periods for signal/lighting systems, pause for retroreflectivity evaluation of pavement markings)
- c) Other tasks in which the engineer determines it is in the best interest of the Commission to allow completion of such task to extend beyond the contract completion date, but within a designated period of time.

Delete Sec 105.10.7 in its entirety and substitute the following:

105.10.7 Final Inspection. Upon apparent completion of the entire project, the engineer will make a Final Inspection of the work to determine acceptance for maintenance in accordance with Sec 105.15.

Delete Sec 105.15 in its entirety and substitute the following:

105.15 Acceptance.

105.15.1 Partial Acceptance. At the discretion of the engineer, portions of the work within a project may be accepted for maintenance prior to the Final Inspection of all work for that project. When a portion of the work or a specific item is partially accepted, the contractor is relieved from maintenance on the identified portion of the work, but this is not the Final Inspection, as defined in Sec 105.15.2, and will not excuse the contractor from liability or responsibility to the Commission for work performed.

105.15.1.1 Acceptance of a Specific Item or Section of Work. Upon completion of any of the items or sections of work listed herein, the contractor may request the engineer's inspection of the work and partial acceptance. If the engineer finds the work to be complete and acceptable, including submittal by the contractor of all required documentation, partial acceptance will be made for that item or section. The following items, complete in place, as determined by the engineer, are eligible for consideration of partial acceptance:

- (a) Any section 0.5 mile or more in length.
- (b) Any section 0.5 mile or more in length in one direction of a divided highway.
- (c) A complete bridge.
- (d) An intersection traffic signal system. Partial acceptance may be made for signal equipment prior to the 30-day testing period though any required performance tests and/or guarantees shall remain applicable.
- (e) Devices intended to be used for traffic safety and control. Acceptance of traffic

safety devices is limited to guardrail, impact attenuation barriers, traffic signal items, signs, delineators, lighting, concrete barrier walls, concrete bridge parapet, bridge railing, guard cable, crash cushions and fence, which are permanently installed in their final position in accordance with the contract documents.

105.15.1.2 Semi-Final Inspection, Corrections and Exceptions. The contractor shall submit a written request for a semi-final inspection at least seven days prior to the anticipated completion of work, excluding exceptions. If the engineer postpones the inspection beyond the date the contractor completes all work, the period of postponement will be considered an excusable but non-compensable delay.

105.15.1.2.1 Immediately following the semi-final inspection, the engineer will provide the contractor with a list of any remaining items of work, corrections, and exceptions. The count of contract time will continue until all work and corrections are complete. If the engineer determines all work is complete, with no exceptions, the semi-final inspection will be considered the Final Inspection in accordance with Sec 105.15.2.

105.15.1.2.2 Work Complete Date. Upon verification by the engineer that all work, exclusive of exceptions, is complete, the engineer will declare partial acceptance and cease the count of contract time. The count of contract time will resume should the contractor fail to complete one or more exceptions by the required date.

105.15.2 Final Inspection and Acceptance for Maintenance. The contractor shall promptly notify the engineer when all work on a project, including exceptions, is complete. Upon Final Inspection by the engineer and verification that all work on a project is complete, a notice of acceptance for maintenance will be submitted to the contractor. Acceptance for maintenance excludes any items covered by item-specific performance bonds. Final Inspection shall occur not later than ten (10) business days after contractor's notification to the engineer that all corrections and exceptions have been completed. If the Final Inspection has not occurred within the ten (10) business-day time frame, all corrections and exceptions shall be deemed completed and MoDOT will be deemed to have accepted maintenance. If written acceptance for maintenance is not received within twenty (20) business days after the date of the Final Inspection, nor any objections sent to the Agent of MoDOT during this twenty (20) business-day period, the project and the work shall automatically be deemed accepted for maintenance.

105.15.2.1 Following the Final Inspection, the Agent of MoDOT will be relieved of any new or additional liability to third parties for personal injury, death or property damages which may be alleged to result from the design or construction of the work, unless additional work is performed by the Agent of MoDOT on the right of way after Final Inspection.

105.15.2.2 Nothing in these specifications shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death or property damages which may have occurred during the time period from the Commencement of Work through the Final Inspection.

105.15.2.3 Acceptance of a project shall not be construed to relieve the contractor of full responsibility for making good any non-latent defect in work or material found on any section of work prior to final acceptance of the entire project, to alter in any manner the method of payment prescribed in the contract or to constitute a waiver of any claim the Commission might have against the contractor on the entire project.

105.15.2.4 Contracts with Multiple Projects. For contracts that include two or more

projects, the contractor may request a separate final inspection and acceptance for maintenance as the work is completed on each project.

105.15.3 Final Acceptance and Payment. Following Final Inspection and acceptance for maintenance, the engineer will prepare the final tabulation of quantities in accordance with Sec

109.8. A final change order, if necessary, and the final tabulation of quantities will be submitted to the contractor for review. Upon receipt of the final tabulation of quantities, the contractor shall promptly submit to the engineer any remaining project documentation including, but not limited to, those listed in Sec 105.15.3.2.

105.15.3.1 A Final Acceptance report will be submitted to the contractor, and final payment will be made, no later than thirty days following concurrence on tabulation of quantities, receipt by the engineer of all project documentation, and verification by the engineer that all material incorporated into the work has been properly inspected. If the final tabulation of quantities determines the contractor was overpaid, the contractor, or in case of default, the surety, shall return the amount of overpayment to the Commission within thirty days of receiving notice of the overpayment from the engineer.

105.15.3.2 When required by the contract, project documentation shall consist of the following:

- (a) Contractor's Affidavit Regarding Settlement of Claims (Form C-242)
- (b) Final Change Order
- (c) DBE Participation List and Final Verification
- (d) Affidavit – Compliance with the Prevailing Wage Law

105.15.3.3 Final acceptance will not excuse the contractor's liability or responsibility to the Commission for any latent defects in the work or material incorporated into the work, or for claims relating to any work or material incorporated into the work, except as barred by Sections 537.600 and 537.610, RSMo.

Delete Sec 107.11, including all subsections, and substitute the following:

107.11 Responsibility for Claims for Damage or Injury. The contractor shall be responsible, to the extent imposed by applicable law, for injury, property damage, damage to the Work, or other loss caused by the negligent, wrongful, intentional, reckless, or contractually noncompliant

acts or omissions of the Contractor or an Agent of Contractor from Commencement of construction activities through Final Inspection and acceptance for maintenance.

107.11.1 The contractor shall not be responsible for damage relating to personal injury or death, arising from the design, condition, or maintenance of the project area prior to commencement of work and after Final Inspection and acceptance of the work, in accordance with Sec 101.2 and 105.15.2, unless any of the following conditions exist:

- (a) The work is so defective that it creates an imminent danger to third parties;
- (b) A defect in the work was concealed and not discoverable by a reasonable inspection by the Commission;

(c) The agent of MoDOT knew of the dangerous condition and did not disclose it to the Commission; or

(d) The plans or specifications followed were so imperfect or improper that the agent of MoDOT should have known the work to be done thereunder would result in an unsafe condition.

107.11.2 Neither the Commission nor the contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability that does not exist under the law, or to waive or extinguish any defense that either party to this contract or their respective agents and employees may have to an action or suit by a third party

Delete Sec 107.12, including all subsections, and substitute the following:

107.12 Contractor's Responsibility for Work

Damages to any portion of the work occurring after the date of Commencement of Work and before the work is deemed approved and accepted, caused by the action of the elements or from any other reason, shall be repaired or replaced at the contractor's expense. The contractor, at the contractor's option, may insure against any such damages. The Commission may, in its discretion, make such a payment, determined in accordance with [Sec 109.4](#), for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the contractor, unless the contractor has been reimbursed for such damages by the contractor's insurer. Prior to reimbursement, the contractor shall furnish documentary evidence of all efforts to recover such repair costs.

107.12.1 The contractor shall immediately give written notice to the engineer of any pedestrian, worker and/or vehicular accident that occurs in or near the work zone. The contractor may be directed by the engineer to repair permanent Commission facilities that have been damaged by events that are beyond the control of the contractor. Reimbursement will be provided by the Commission, determined in accordance with [Sec 109.4](#), for the actual direct cost of labor, equipment and material, exclusive of overhead, indirect or consequential costs of profit. The Commission may elect to make such repairs in lieu of the contractor.

Delete Sections 107.13, 107.13.1, 107.13.2, 107.13.3, 107.13.3.4, 107.13.5, 107.13.6, 107.13.9, 107.13.10.4, 107.13.10.8, and substitute the following:

107.13 General Insurance Requirements. From the commencement of construction activities through the Final Inspection and acceptance for maintenance of the project by the engineer, the

Contractor shall procure and maintain at the Contractor's expense, insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in [Secs 107.13.1 through 107.13.8](#).

107.13.1 Sovereign Immunity Limits for Missouri Public Entities. The Contractor shall procure and maintain at least minimum insurance coverages to meet the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance and

published annually in the Missouri Register pursuant to Section 537.610, RSMo for [Sec 107.13.2](#) through [107.13.5](#), unless specified otherwise for each type of insurance coverage. Each policy shall provide additional insured status for the Missouri Highways and Transportation Commission, its members, the Missouri Department of Transportation, and its employees up to Missouri's sovereign immunity limits. Provided, however, additional insured coverage applies only to liability caused in whole or in part by the acts or omissions of the named insured or those acting on its behalf and does not provide defense or indemnity for liability that Section 537.600, RSMo. places solely on MoDOT or another public entity. Each policy shall be endorsed to not waive sovereign immunity limits. The naming of the Commission, its members, MoDOT, and its employees as additional insureds under any insurance policy shall not be construed as a waiver of any sovereign, official, or other governmental immunity. The Commission, its members, MoDOT, and its employees reserve the right to assert any sovereign, official, or any other governmental immunities. Nothing in the Section shall be construed to enlarge the liability of the Contractor beyond that imposed by applicable law, create a contractual duty to defend or indemnify prohibited by Section 537.600, RSMo, or require insurance coverage for liability that Section 537.600, RSMo places solely upon MoDOT. Insurance coverage and priority shall otherwise be determined in accordance with the applicable policies and endorsements.

107.13.2 Commercial General Liability Insurance. The Contractor shall procure, and maintain during the term of the project, commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) policy form CG 00 01. The general aggregate limit shall, by endorsement or otherwise, provide a designated aggregate limit solely for this project using ISO form CG 25 03 05 09 or an equivalent form. General liability policies shall be endorsed to add the Commission, its members, MoDOT, its employees, agents, and assigns as additional insureds (the "Additional Insureds") using Insurance Services Office forms CG 20 10 or the equivalent under such policy. For construction contracts, an endorsement providing completed operations coverage to the Additional Insureds, ISO form CG 20 37 or the equivalent, is also required. This form, CG 20 37, shall be endorsed on each subsequent commercial general liability policy issued to the Contractor for three (3) years after final acceptance of the project. Should work on the project be discontinued, the commercial general liability insurance coverage shall remain in effect for three (3) years after the date of discontinuation, when applicable. Coverage shall not be reduced by insured versus insured exclusions or by explosion, collapse and underground (XCU) exclusions.

107.13.3 Commercial Automobile Liability Insurance. The Contractor shall procure and maintain automobile liability coverage at least as broad as ISO policy form CA 00 01 covering owned, hired, and non-owned autos. The policy shall be endorsed to Commission, its members, MoDOT, and its employees, agents, and assigns as additional insureds (the "Additional Insureds").

107.13.4 Contractor's Pollution Liability (CPL) Insurance. The Contractor shall procure and maintain contractor's pollution liability insurance for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy shall have minimum limits of \$1,000,000. The Commission, its members, MoDOT, and its employees, agents, and assigns shall be endorsed as additional insureds under such policy. The policy shall provide coverage for hauling of waste from the project site to the final disposal location including non-owned disposal sites. Completed

operations coverage for pollution liability shall extend a minimum of three (3) years after final acceptance of the project. Contractor shall require any subcontractor that performs environmental remediation, hazardous material removal or related work including the transportation, disposal, or environmental engineering work, to provide contractor's pollution liability insurance with limits and scope of coverage appropriate to the exposure. The Commission, its members, MoDOT, and its employees, agents, and assigns shall be endorsed as additional insured under such policy. The policy shall not contain a cross suits exclusion or other provisions that would eliminate additional insured claims against the contractor or subcontractor.

107.13.5 Aircraft Liability Insurance. If aircraft, including unmanned aircraft, will be used on the project, Contractor shall provide, or cause to be provided, aircraft liability insurance protecting against claims for damages resulting from such use in all cases where any aircraft that is owned, leased or chartered by any Contractor-Related Entity used on the Project. The policy shall have minimum limits of \$1,000,000 and the Commission, its members, MoDOT, and its employees, agents, and assigns shall be additional insureds on the policy by endorsement or policy provision. The use of any aircraft in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Site or on any property owned by the Commission, MoDOT or other parties at interest, shall be subject to review and written acceptance by the Commission prior to any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable to meet these requirements but must be provided prior to use of the aircraft. For use of unmanned aircraft vehicles, the contractor may provide insurance either through an aircraft liability insurance policy, or by endorsement to the Contractor's commercial general liability insurance policy and excess liability policies. Use of unmanned aircraft must comply with all state and federal rules and regulations, including FAA requirements.

107.13.6 Excess or Umbrella Liability Insurance. The Contractor may satisfy the required limits for [Secs 107.13.2](#) through [107.13.5](#) by use of excess or umbrella liability insurance policies in any combination that meets the contract limits requirements. Such policies shall include as additional insureds, the Commission, its members, MoDOT, and its employees, agents, and assigns.

107.13.9 Evidence of Insurance. Required evidence of insurance providing confirmation of compliance with these requirements shall consist of a certificate of insurance and any endorsements adding the Commission, MoDOT and its employees as additional insureds where specified. "Blanket" or "automatic" additional insured endorsements providing additional insured coverage "where required by contract," may be used, provided that such forms provide coverage at least as broad as provided by the specified endorsement forms required. The contractor and any subcontract work shall not commence under the contract until the contractor obtains the applicable insurance coverage required and receives approval for such insurance from the engineer. No later than five (5) business days prior to the Commencement of Work, all evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to ContractorSupport@MoDOT.mo.gov. The aforementioned evidence of insurance shall also be submitted in the same manner no fewer than five (5) business days prior to the effective date of any change or renewal of insurance during the term of the project. All evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to ContractorSupport@MoDOT.mo.gov. The Contractor

shall promptly furnish the engineer with a complete copy of its policy upon request. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, may result in the suspension of work as provided in [Sec 108](#), and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

107.13.10.4 Primary and Non-contributory. For any claims related to this contract or insurance requirements herein identified, the Contractor's insurance coverage shall be primary insurance with respect to the Commission, its members, MoDOT, and its employees, as the additional insureds. Any other insurance or self-insurance maintained by any of these parties shall be excess of the Contractor's insurance and shall not contribute with the Contractor's insurance, unless liability caused in whole or in part by the acts or omissions of the named insured or those acting on its behalf and does not provide defense or indemnity for liability that Section 537.600, RSMo places solely upon MoDOT or another public entity. Priority and allocation shall be governed by the applicable policies and endorsements. MoDOT may not unilaterally alter priority among the Contractor's, any subcontractor's, or any additional insured's policies.

107.13.10.8 Timely Notice of Claims. Contractor shall give the engineer prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's or agent of contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. The Commission and MoDOT will provide timely notice to the contractor of any claims or lawsuits that it receives.

Delete Sec 107.14 and substitute the following:

107.14 Cooperation in Defense. The Agent of MoDOT and MoDOT shall reasonably cooperate in the defense of the other against potential third party claims. This cooperation includes providing reasonable access to relevant records, documents, and personnel. Nothing in this section creates a contractual duty to defend prohibited by RSMo 537.600(5).

Delete Sec 107.18 and substitute the following:

107.18 Basis of Payment. No direct payment will be made for compliance with Sec 107.

X. Tree Clearing Restriction JSP 07-05C

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

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

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

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

Y. Access Road and Site Compound Requirements (Parcel 13)

1.0 Description. The access road to the cell tower on Parcel 13 will be relocated for the project. The tenant of Parcel 13 requires the following specifications:

2.0 The access road and compound shall be constructed to allow a minimum of 100 psi of pressure for large vehicular traffic, such as cranes, 80,000 lb tractor trailers carrying shelters, concrete trucks, as well as standard construction vehicles.

2.1 The access road and compound shall have all organic matter removed to ensure proper compaction of the sub-grade surface.

2.2 The access road and compounds shall be constructed of highly-compactable driving surface aggregate material that will compact solidly to 80% compaction. The material for the access road shall be DOT approved type.

2.3 The access road shall be a minimum of 12 feet wide. All turns that are more than 45 degrees shall be 16 feet wide to allow for semi-truck and crane access.

2.4 Basis of Payment. The cost of all material, labor, and equipment necessary to complete in place shall be included in the unit bid price for:

Item 207-10.00, Linear Grading Class 1

Item 304-05.04, Type 5 Aggregate for Base (4 IN Thick)

Z. Non-Tracking Tack JSP-24-02

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

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

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

3.1 The contractor shall be responsible for cleaning all tracked tack from adjacent lanes, driveways, sideroads, etc., and shall replace all pavement markings that become coated with tracked tack. This cleaning and replacement requirement applies to both approved and proposed non-tracking products.

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

AA. Early Notice to Proceed

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

2.0 The contract will be distributed electronically by the Commission for execution through DocuSign® upon award.

3.0 As part of the contract execution process, the contractor shall complete and deliver the original documents/forms listed below, immediately following award of the contract.

Contract Bond Form (with associated Power of Attorney Form)
Contractor Acknowledgement Form
Workers Eligibility Verification Affidavit

3.1 These documents will be provided to the contractor through Bid Express®/BidX® correspondence immediately following Commission award. A checklist with instructions on how to complete these documents will be provided with said award correspondence. In order to expedite contract execution, contractors are encouraged to follow the instructions on the checklist. Inquiries related to completing the listed documents may be directed to the following:

Rodney Braman
Phone: (573) 751-9253
Email: Rodney.Braman@modot.mo.gov

4.0 The contractor shall deliver the original documents to the address listed below and notify Rodney Braman at the time the documents are delivered.

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

Job No.: J4P2333/J3P3109
Route: 13
County: Lafayette/Johnson

CENTRAL OFFICE
Ryan Martin
Bidding and Contract Services Engineer
105 West Capitol
Jefferson City, MO 65102-0270
Phone: (573) 526-2923
Email: Ryan.Martin@modot.mo.gov