

ADDENDUM NO. 1

Issued to all bid document holders of record
January 12, 2026

Project: CPKC Blue Ridge Boulevard Bridge Replacement and Roadway Widening TAP-3322(417), STBG-3322(421), Earmark 3322(418)

This addendum forms a part of the Contract described above. The original Contract Documents and, any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

1) Bid Document 1

- A. Pre-bid 10:00 am 1/9/26 Meeting Agenda and sign-in sheets.
- B. Revised Job Special Provisions D. Schedule, d. Closures and Flagging: Updated flagging numbers to match with the Bid Proposal.
- C. Revised Plan Sheet C-TC-101 Traffic Control Detour Plan: Updated the construction phasing.

Each bidder shall acknowledge receipt of this addendum by affixing his signature below, by noting this addendum on Bid Document 1, and by attaching this addendum to his Bid.

Public Works Department
City of Grandview
1200 Main
Grandview, MO 64030

* * * * *

ACKNOWLEDGEMENT

The undersigned acknowledge receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: _____

By: _____

Date: _____

PRE-BID CONFERENCE AGENDA

City of Grandview

CPKC Blue Ridge Boulevard Bridge Replacement and Roadway Widening

TAP-3322(417), STBG-3322(421), Earmark 3322(418)

January 9, 2026 10:00 AM

Mayor's Conference Room, 1200 Main St, Grandview, MO 64030

I. INTRODUCTIONS (City)

- A. Ensure Everyone has Signed the Attendance Sheet
- B. Have Everyone Introduce Themselves (name, company, position)

II. ENVIRONMENTAL UPDATE (City)

- A. Status of Environmental Items
 - 1. Lead-based paint was found in the bridge
- B. Seasonal tree clearing restrictions – The City will have the trees cut down before April 1.

III. PROJECT OVERVIEW (GFT)

- A. Brief History and Scope of the Project
- B. Project Goals
- C. Major Items of Work
- D. Project Schedule

IV. RIGHT OF WAY ACQUISITION STATUS (City)

- A. Tract 22 TCE was deleted from ROW. Driveway approach will be revised to stay within ROW.

V. UTILITY RELOCATION STATUS

- A. Jackson County Water District – relocation as part of the project
- B. Evergy – relocate light poles and underground streetlight conduit throughout the project limits.
- C. Verizon – Relocation of underground fiber on east side of CPKC ROW. Place fiber in steel conduit under the roadway near station 16+35.
- D. Spire – No known adjustments
- E. AT&T – No known adjustments
- F. Spectrum – No known adjustments
- G. Google Fiber – No known adjustments
- H. CenturyLink – No known adjustments

VI. CONSTRUCTION STAGING & TRAFFIC CONTROL (GFT)

- A. Phase 1

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a. Roadway traffic flagged two-way closures only.

b. Bridge construction other than Bent No. 3

B. Phase 2

a. Roadway traffic closed with detour.

b. Bridge construction of Bent No. 3. Install bridge girders. Install ballast and track.

c. Track switchover

d. Abandon the existing 8" water main

C. Phase 3

a. Roadway traffic closed with detour. Roadway construction.

b. Construct roadway.

VII. JOB SPECIAL PROVISIONS (GFT)

A. Contract Time

B. Liquidated Damages

C. Schedule

D. Special Bid Items

VIII. BIDDING AND CONTRACTING UPDATE (City)

A. An addendum will be issued Monday 12, 2026.

IX. DESIGN PLANS STATUS AND UPCOMING REVISIONS (GFT)

A. Traffic Control Detour Plan – revision

B. Other revisions based on RFI's during bidding

X. CONTRACTOR QUESTIONS AND ANSWERS

PRE-BID CONFERENCE SIGN IN

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TAP-3322(417), STBG-3322(421), Earmark 3322(418)

January 9, 2026 10:00 AM

Mayor's Conference Room, 1200 Main St, Grandview, MO 64030

Name	Company	Telephone	Email
Anthony King	LG Barcus	913-448-3923	Anthony.King@Barcus.com
Matt Copeland	JM Fahy	816-405-8090	mg.t.(co)pe.lnd@jmfahy.com
Ryan Bieloush	Pyramid Contractors, Inc.	(913) 764-0225	ryanb@pyramidconstruction.com
Will Bredar	Larson	816-423-3502	WBREDAR@CLARKCONSTRUCTION.COM
Mark Schaefer	LePusco #1	816-765-1535	Mschaefer@LePusco1.com
Chris Gibson	Grandview	816-889-8015	cgibson@grandview.org
Athena Huygh	Grandview	816-316-4857	athena@grandview.org
Jay Hyland	6 FT	816-918-7389	JPHYLAND@6FTINC.COM
Boomer Richards	EPWSD*	816 200 4344	BOOMER@EPWSD1.COM
			RICHARDSD@EPWSD1.COM

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January 9, 2026 10:00 AM

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Name Brad Brook Company Mainline Telephone 913-231-9015 Email Brookb@mainlinecr.com
RR.com

Name Dawn Johnson Company Mainline Telephone 913-231-9015 Email DJohnson@mainlinecr.com

PRE-BID CONFERENCE SIGN IN

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TAP-3322(417), STBG-3322(421), Earmark 3322(418)

January 9, 2026 10:00 AM

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Name	Company	Telephone	Email
<i>Sauer Hanauer and Rostad Inc./aw501</i>		<i>816-591-1652</i>	
<i>Baruch Bedner</i>	<i>City of Grandview</i>		<i>Baruch.Bedner@grandview.org</i>
<i>Dee Wesselchmidt</i>	<i>City of Grandview</i>		<i>Dee.Wesselchmidt@grandview.org</i>

JOB SPECIAL PROVISIONS
KCS BLUE RIDGE BLVD BRIDGE REPLACEMENT AND ROADWAY WIDENING
City Project No. R-1402-BLUE RIDGE-(11)

- A. **SCOPE OF WORK:** The replacement of the existing KCS bridge over Blue Ridge Blvd., with a four span double cell box girder bridge supported on h-pile bents. The project also includes the widening of Blue Ridge Blvd. from 3rd Street to Grandview Road. The project also includes the extension of the RCB under Blue Ridge Blvd. Finally, the project includes the widening of the KCS track embankment for the relocated KCS mainline track. With this project this includes, the associated clearing and grubbing, excavation, backfill, seeding, erosion control measures, construction staking, and existing culvert cleanout.
- B. **CONTRACT TIME:** The contract time is shown in Section 3 of the Notice to Contractors. The Notice to Proceed will indicate the official start of the project.
- C. **LIQUIDATED DAMAGES:** Contractor and City agree that damages suffered in the event of Contractor's failure to timely complete the Project are incapable or very difficult of accurate estimation and that the amount so fixed herein as liquidated damages is a reasonable forecast of just compensation for the harm that will be caused to the City of Grandview and the public. Contractor and the City agree that the date of beginning and the time for completion of the Project are essential conditions of the Contract. Contractor acknowledges that the City shall not be required to show actual harm in order to assess liquidated damages.
 - a. The liquidated damages are specified in Section 4 of the Notice to Contractors, and Supplemental Revisions in the Job Special Provisions.
- D. **SCHEDULE:** Contractor is given a notice to proceed immediately after award, with the following conditions shown in the specs:
 - a. All work must be substantially completed per the Contract time. No extensions due to weather or any factor except delays in City responsibilities, or Utility relocation assumptions.
 - b. City responsibilities
 - i. No work can occur on the Rock City site / Tract 10 until the City has completed the hazardous waste mitigation. This is expected to be available by January 1, 2026.
 - ii. No work can occur on private property until the City has secured the easements. All property rights are expected to be secured by January 1, 2026.
 - c. Utilities will be relocated prior to January 1, 2026, except the following:
 - i. The Contractor shall include 3 days in their schedule for coordination with Verizon for Verizon crews to place the fiber optic in the encasement pipe provided by the Contractor.
 - d. Closures and Flagging

- i. The road can be closed for a total of 180 calendar days, split into as many phases as needed. Liquidated Damages will accrue, in the amounts defined above, for each calendar day over this timeframe.
- ii. City will pay the Contractor \$1,800 per day that the Contractor is required to have a CPKC approved flagger, up to \$540,000 (300 calendar days). Contractor is responsible for any excess costs per day and all flagger related costs above the \$540,000.
- iii. No work can occur on the railroad property until the contractor has completed the CPKC agreements.
- iv. Temporary access to the abutting properties must be maintained at all times.

E. KCS APPROVED TRACK CONTRACTORS: The list below is KCS approved bridge and track contractors.

- a. LG Barcus and Sons
- b. ZA Construction
- c. E80
- d. Kraemer
- e. CW&W
- f. OCCI

F. CONTRACT SPECIFICATIONS: For this project, Section 1100, "General Conditions", as modified in item B of the Supplemental Conditions, Section 2000, "General" and Section 2400, "Seeding and Sodding" of the latest edition of the *Kansas City Metropolitan Chapter of the American Public Works Association Standard Specifications* shall apply, unless otherwise noted. All bid items, quantities and installation are based on the *2022 Edition of the Missouri Standard Specifications for Highway Construction*, as modified by any Job Special Provisions included herein.

G. MODIFICATIONS TO SUPPLEMENTAL CONDITIONS: The Supplemental Conditions are modified as follows:

- a. Paragraph B.3 which modified Article 5.1 of Section 1100 General Conditions is deleted in its entirety and the original 5.1 governs.
- b. Paragraph B.5 which modified Article 13.4 of Section 1100 General Conditions is deleted in its entirety and the original 13.4 governs
- c. Paragraph B.6 which modified Article 14.2 of Section 1100 General Conditions is modified to read as follows:

Article 14 *Payments to Contractor and Completion* shall be modified by deleting 14.2 and replacing with the following:

Application for Progress Payment:

14.2. At least six calendar days before the end of a month, the ENGINEER shall prepare an Application for Payment (Pay Estimate) based upon the quantities of WORK complete as of the previous day. For an item of WORK to be considered complete, the WORK must be satisfactorily performed, all submits involving materials used in the WORK approved by the ENGINEER, and

the results of all required testing of the WORK received by the ENGINEER. The ENGINEER shall give the CONTRACTOR the opportunity to review the Application for Payment prior to submittal for payment. The ENGINEER may recommend payment on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, or at another location agreed to in writing. In order for the ENGINEER to make such recommendation, the CONTRACTOR must submit a bill of sale, paid invoice or other documentation substantiating the quantities and actual cost of the material, all of which will be satisfactory to OWNER.

14.2.1 Retainage may be initiated during contract performance if the ENGINEER determines that certain events have occurred, including:

- (a) Events where federal or state law applicable to the contract require payments be withheld to enforce a contract obligation.
- (b) Events where the contract otherwise specifically provides for withholding payments to secure performance.
- (c) The occurrence of a cause for withholding payment specified in the Missouri Prompt Pay Act, 34.057 RSMo. Retainage withheld under these circumstances will be as allowed by that statute.
- (d) When projects are being charged liquidated damages or when it is determined by the ENGINEER that assessment of liquidated damages is probable and imminent.

14.2.1.1 If retainage is initiated during contract performance, then the greater of the amount allowed under 34.057 RSMo or five percent will be deducted from the total amount of remaining work items of each estimate. The retained percentage will be released as provided in these specifications. The net amount due on the estimate will be certified to the OWNER for payment.

14.2.1.2 As soon as practical after final acceptance of the work, and after final quantities have been computed or computations have reached a point where final quantities may be closely estimated, the retained percentage will be paid to the contractor. A portion of any retained percentage may be released after the project is open to all through traffic, or the work has been essentially completed. Prior to release of any retained percentage the CONTRACTOR shall file with the OWNER:

- (a) An affidavit, on the form prescribed by the OWNER, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.
- (b) The written consent of the surety to such payment.
- (c) Any other documents which may be required by the contract.

If said affidavit cannot be given because of a dispute as to the amount or legality of a claim, the ENGINEER, with the consent of the surety, may consent to and make payment of all of final amounts and percentage due the contractor if:

- (a) The ENGINEER is of the opinion that the claim has not been paid solely because the contractor is, in good faith, questioning the legality of said claim or its amount.
- (b) The ENGINEER is further satisfied that there is good and sufficient bond to fully protect said claimant.
- (c) The CONTRACTOR'S affidavit clearly sets out the facts as to the name and address of the unpaid claimant or claimants, the amount of the disputed claim, and a brief statement of the cause of the dispute.

- d. Paragraph K is deleted in its entirety.
- e. Paragraph Q is deleted in its entirety.

H. MODIFICATIONS TO KANSAS CITY METROPOLITAN APWA SPECIFICATION
DIVISION 2500 SANITARY SEWERS: Section 2509.2 *General* is modified to read as follows:

All public sanitary sewer pipelines shall undergo and pass all required tests to determine soundness and workmanship. Pipelines that do not conform to the project requirements shall be repaired and/or replaced at no expense and shall be retested until such pipeline meets the project requirements. No testing shall be performed before backfill and compaction operations have been completed. The City of Grandview shall be responsible for the testing.

I. SPECIAL BID ITEMS:

JSP - 1 WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

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.

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, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

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.

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) 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.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, 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 (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions When the Road is Open to Traffic.

3.1 The contractor shall be aware that traffic data indicates construction operations on the roadbed between the hours of 7 a.m. and 8 a.m. and between 5 p.m. and 6 p.m. Monday through Friday will likely result in traffic queues greater than 15 minutes. Based on this data the contractors lane drop/flagging operations will be restricted accordingly unless it can be successfully demonstrated that their 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.

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

JSP - 2 UTILITIES LPA-15-13A

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:

Utility Name	Known Required Adjustment
Verizon	Relocation of underground fiber on east side of PCK right-of-way. Place fiber in steel conduit under the roadway near station 16+35.
Evergy	Relocate light poles and underground streetlight conduit throughout the project limits.
Spire	No known adjustments
Jackson County Water District #1	No known adjustments
AT&T	No known adjustments

Spectrum	No known adjustments
Google Fiber	No known adjustments
CenturyLink	No known adjustments

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 Local Public Agency at this time. This information is provided by the Local Public Agency "as-is" and the Local Public Agency 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.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Local Public Agency from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete (if project is on MoDOT ROW) the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<https://www.modot.org/intent-work>

The contractor shall submit the form over the web (preferred method) or call 888-275-6636 (ASK MoDOT. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

- 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 and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products 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. Furthermore, any coating process of the steel or iron shall be performed in the USA. 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 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

106.9.2 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.

106.9.3 "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.

106.9.4 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.

106.9.4.1 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 the following. That 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.

106.9.4.2 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.

106.9.4.3 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.

106.9.5 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.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means 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

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

“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.

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

- 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.

**JSP - 4 PROCEDURES FOR ENVIRONMENTAL CLEARANCE OF BORROW SITES
 AND OTHER DISTURBED AREAS OUTSIDE RIGHT OF WAY**

SUCH AS:
HAUL ROADS
BURN PITS

STAGING AREAS

SPOIL SITES

The LPA is responsible for ensuring that all necessary clearances for disturbed areas such as those mentioned above are obtained prior to using these areas for projects. Contractors are encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have been cleared previously, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The primary environmental concerns related to obtaining clearance of disturbed areas such as borrow sites are described next.

Once the contractor has obtained all required documentation, it should be provided to the LPA and the MoDOT district contact.

The Endangered Species Act

The U.S. Fish and Wildlife Service (FWS) administers the Federal Endangered Species Act, which protects rare species and their habitats. Violations of this act can result in extensive project delays and severe fines. To determine whether an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's (MDC's) Policy and Coordination Section and request a query of the MDC Heritage Database. A description of the activity and a good quality map illustrating the location of the proposed site must accompany all queries. Allow at least three weeks for a response to all requests.

Missouri Department of Conservation
Policy and Coordination Section
P.O. Box 180
Jefferson City MO 65102-0180
Telephone (573) 751-4115 or FAX (573) 751-4495

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the MoDOT district contact will give the contractor clearance to proceed. However, if rare species are known or likely to occur at the site or known critical habitat exists, further coordination with MDC and the FWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

U.S. Fish and Wildlife Service
Columbia Field Office
101 Park DeVille Dr.
Columbia MO 65203-0057
Telephone (573) 234-2131 or FAX (573) 234-2182

Floodplain/Regulatory Floodway

Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines mandate an evaluation of floodplain impacts. The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (1%) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of one percent flood

hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the one percent flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (1%) floodplain.

When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (1%) floodplain and the extent of encroachment. Questions concerning the need for a floodplain development permit or whether, for projects proposed within regulatory floodways, a "no-rise" certificate must be obtained before a Floodplain Development Permit can be issued should be addressed to the local floodplain administrator. Use the menu or map feature under Local Floodplain Administrator on the State Emergency Management Agency website at <http://www.sema.dps.mo.gov/programs/floodplain/> to find contact information for your local floodplain administrator.

For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "no-rise" certificate, if applicable, should be obtained prior to issuance of a permit. Questions regarding floodplain and regulatory floodway for these projects should be addressed to:

SEMA
P.O. Box 116
Jefferson City MO 65102
Telephone (573) 526-9141

Documentation of consultation with the local floodplain administrator or SEMA regarding the presence of base (1%) floodplain/regulatory floodway should be included in the final collection of information to be submitted to the MoDOT district contact.

Federal Emergency Management Agency (FEMA) Buyout Lands

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood-damaged property. The Volkmer Bill further expanded the use of HMGP funds to "buy out" flood damaged property that was affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is needed to obtain an exemption from FEMA to use these parcels. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

Farmland Protection

The Farmland Protection Policy Act (FPPA) seeks to minimize federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses. FPPA compliance can be achieved through coordination with United States Department of Agriculture's (USDA's) Natural Resources Conservation Service (NRCS) and completion of [Form AD-1006 Farmland Conversion Impact Rating](#). Form AD-1006 can also be obtained by calling the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will be needed, with the area to be disturbed identified on the map. This aerial map can be obtained from the local NRCS office. In some areas of the state, this office may be located in an adjoining county.

The contractor will need to complete Parts I and III on the Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for the NRCS State Office is:

Natural Resource Conservation Service
State Soil Scientist
601 Business Loop 70 West
Parkade Center, Suite 250
Columbia, MO 65203-2546
Telephone (573) 876-0907

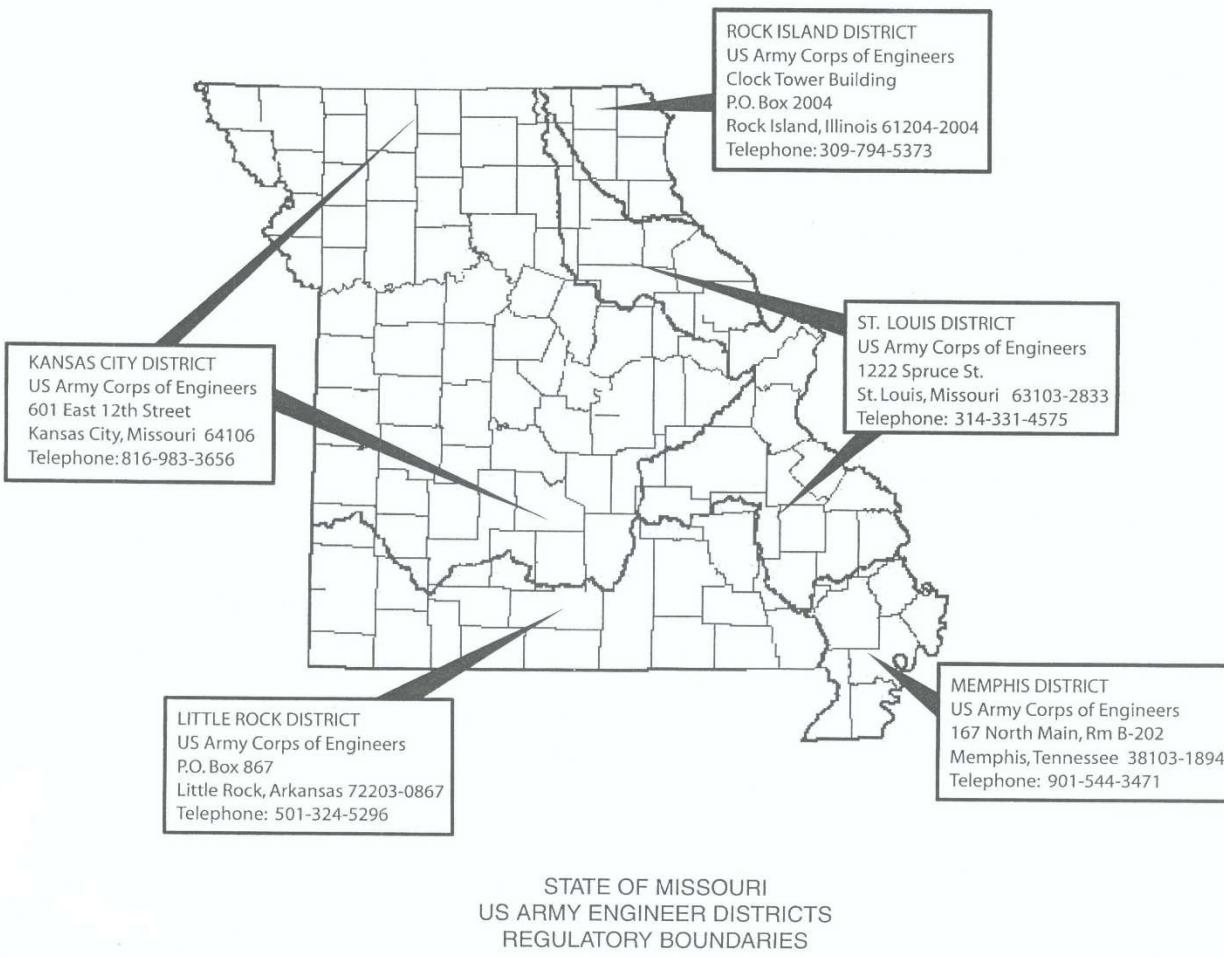
After the NRCS office returns the form, the contractor fills out Parts VI and VII and provides a copy of the completed form to the MoDOT district contact for documentation of compliance with the Farmland Protection Policy Act.

Wetlands

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity **and** quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, the appropriate COE district would process a COE Section 404 permit. There are five COE districts in Missouri. The locations, addresses, and phone numbers of their offices are on the map on next page.



Water Quality/Land Disturbance

If the LPA does not have a valid general National Pollutant Discharge Elimination System (NPDES) permit for storm water runoff and the site to be disturbed is 1 acre or more in size, a specific NPDES permit from DNR is required. If the site to be disturbed is entirely within MoDOT right of way, the LPA may use MoDOT's general permit for land disturbance but must follow all conditions in the permit and stormwater pollution prevention plan. A pollution prevention plan may be required with the NPDES application. Permits may be obtained from the Department of Natural Resources at (573) 751-1300. These permits are necessary even if the runoff is directed into a basin.

Hazardous Waste Sites

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previously industrial properties.

If the proposed area is basically farmland or pasture and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a non-inclusive list of suggested items for a cursory nonintrusive investigation.

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state [Missouri Department of Natural Resources, Hazardous Waste Program, (573) 751-3176] environmental regulatory agencies to identify whether any past problems (complaints, citations, etc.) have occurred at the site, any permits/licenses have been filed for the site, or enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT district contact regarding who was contacted and the results of the contact. However, if potential problems are identified through the search for information described above, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found must be handled in accordance with federal and state laws and regulations.

Historic Preservation

All jobs requiring environmental clearance for historic preservation (archaeological sites and structures) must be reviewed and approved by the State Historic Preservation Office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a [Section 106 Project Information Form](#) must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of **any** structures that will be impacted must be provided. The Section 106 Project Information Form also can be requested from the SHPO at:

Missouri Department of Natural Resources
State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO, 65102-0176
Telephone (573) 751-7858

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A list of currently acceptable and available archaeological consultants who can complete a survey if required can be accessed at the

SHPO's website at <http://www.dnr.mo.gov/shpo/profqualifications.htm>. Any questions can be directed to MoDOT's Historic Preservation Section at (573) 751-0473.

Public Land

If borrow sites are proposed on any publicly owned land, contact MoDOT's Environmental Section at (573) 526-6678 before proceeding. Section 4(f) of the Department of Transportation (DOT) Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

JSP - 5 ADA Compliance and Final Acceptance of Constructed Facilities LPA-15-07B

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

www.modot.org/business/contractor_resources/forms.htm

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the City's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

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

JSP - 6 LUMP SUM ITEMS IN BID FORM

a) CONTRACTOR FURNISHED SURVEY AND STAKING (ROADWAY)

1.0 Description. This work shall consist of the material and labor for surveying and staking of the roadway and related items. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Contractor Furnished Survey and Staking (Roadway) shall be measured as lump sum.

3.0 Basis of Payment. Accepted construction of the Contractor Furnished Survey and Staking (Roadway) will be paid for at the contract unit price bid for item "Contractor Furnished Survey and Staking (Roadway)". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the item. Items not specifically called out in the contract for the completion of this item shall be considered subsidiary to other related items.

b) CONTRACTOR FURNISHED SURVEY AND STAKING (BRIDGE)

1.0 Description. This work shall consist of the material and labor for surveying and staking of the track and bridge. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Contractor Furnished Survey and Staking (Bridge) shall be measured as lump sum.

3.0 Basis of Payment. Accepted construction of the Contractor Furnished Survey and Staking (Bridge) will be paid for at the contract unit price bid for item "Contractor Furnished Survey and Staking (Bridge)". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the item. Items not specifically called out in the contract for the completion of this item shall be considered subsidiary to other related items.

c) CONTRACTOR FURNISHED SURVEY AND STAKING (RCB EXT)

1.0 Description. This work shall consist of the material and labor for surveying and staking of the RCB Extension. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Contractor Furnished Survey and Staking (Bridge) shall be measured as lump sum.

3.0 Basis of Payment. Accepted construction of the Contractor Furnished Survey and Staking (RCB EXT) will be paid for at the contract unit price bid for item "Contractor Furnished Survey and Staking (RCB EXT)". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the item. Items not specifically called out in the contract for the completion of this item shall be considered subsidiary to other related items.

d) OFFICE FOR ENGINEER JSP-04-07

1.0 Description. This work shall consist of furnishing and maintaining an office for the engineer in accordance with the contract.

2.0 Construction Requirements.

2.1 The contractor shall provide the office as the first order of work. The office shall be located on the project right of way unless another suitable location is approved by the engineer.

2.2 Unless otherwise approved by the engineer, the office shall consist of two trailers, each with minimum outside dimensions of 10 x 40 feet (3 x 12 m), excluding hitch. One of the trailers shall have sanitary facilities, telephone service, a separate enclosure for the Resident Engineer and other facilities required in the contract. This trailer shall be so constructed as to provide finished walls, floor covering, adequate lighting fixtures and a minimum number of partitions or attachments which will reduce the effective working area. The second trailer shall have storage room and a minimum number of attachments.

2.3 The trailers shall be weatherproof, insulated and with central air-conditioning and heating facilities capable of maintaining a temperature of 72 F (22 C).

2.4 Adequate light, both artificial and natural, along with a sufficient number of windows to provide acceptable ventilation, shall be provided. All doors and windows shall be equipped with vandal resistant grills and locking devices. Electric, water and sanitary hookups shall be provided.

2.5 Furniture in acceptable condition shall be provided by the contractor in the following quantities:

3 - Desks	1 - Steno Chair
1 - Steno Desk	6 - Chairs (2 with arms)
2 - Drafting Tables	10 - Chairs (folding type)
4 - Tables	2 - Drafting Stools
3 - Swivel Chairs	1 - Electric Water Cooler
1 - Plan File Cabinet (10 drawer)	1 - Bulletin Board
2 - Filing Cabinets (3 drawer)	

2.6 The contractor shall furnish four 10 pound (4.5 kg) dry chemical type fire extinguishers, including refills and inspection as necessary, and aggregate surfaced parking area of sufficient capacity for eight vehicles. If specified in the contract, the contractor shall furnish and install a 6 foot (1830 mm) chain-link fence.

2.7 The trailers, equipment and furnishings shall remain the property of the contractor, and after being vacated by the Resident Engineer, all portions of the installation on the right of way shall be promptly removed. The right of way shall be restored to a satisfactory condition.

3.0 Basis of Payment. The accepted office for engineer complete with furnishings, maintenance, all utilities and heating facilities, including operation and fuel, fence if required, ground rentals, labor, tools, supplies and removal, will be paid for at the contract unit price.

e) MONUMENT INCLUDING CONCRETE, REINFORCING STEEL AND STRUCTURAL STEEL

1.0 Description. This work shall consist of the material, fabrication and installation of the monument as indicated on the plans. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

1.1 The contractor shall submit shop drawings of the monument prior to fabrication. Materials include top and bottom precast concrete, reinforcing steel in the precast concrete, cast-in-place concrete foundation, cast-in-place concrete reinforcing steel, city emblem, brick formliner, staining for brick formliner and structural steel.

Brick Form Liner

spec formliner: form liner pattern # 1306 "brick"
scott system, inc: form liner pattern #1549 or #1501 "brick"
fitzgerald formliners: form liner pattern #16941 "brick"

Penetrating stain for the brick form liner shall be in accordance with Federal Standard 595B and shall be used as listed below:

Earth Brown- #30099 (Bricks)
Dark Gray - #26255 (Mortar Joints)

2.0 Method of Measurement. The Monument Including Concrete, Reinforcing Steel and Structural Steel shall be measured as lump sum.

3.0 Basis of Payment. Accepted construction of the Monument Including Concrete, Reinforcing Steel and Structural Steel will be paid for at the contract unit price bid for item "Monument Including Concrete, Reinforcing Steel and Structural Steel". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

f) EXISTING BRIDGE DEMOLITION

1.0 Description. This work shall consist of the removal of the existing bridge to the limits indicated on the plans. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

1.1 The contractor shall submit drawings and calculations as required per the plan general notes. Drawings and calculations shall be specific on the demolition techniques and shall follow the required guidelines.

2.0 Method of Measurement. The Existing Bridge Demolition shall be measured as lump sum.

3.0 Basis of Payment. Accepted construction/removal of the Existing Bridge Demolition will be paid for at the contract unit price bid for item "Existing Bridge Demolition". Such payment shall constitute full compensation for all materials, labor,

tools, and equipment necessary to complete the removal item. Items not specifically called out in the contract for the removal of this item shall be considered subsidiary to other related items.

- J. **TRACK BID ITEMS:** The track bid items are KCS standard bid items and shall follow KCS specifications and AREMA Manual.
- K. **PERMITS:** The permits are being obtained and will be in hand before construction. If they are received during bidding, they will be sent to the bidders as an addendum with any special requirements during construction.
- L. **RIGHT OF ENTRY AGREEMENT:** Contractor will be required to obtain the Right of Entry Agreement with The Kansas City Southern Railway Company. This includes the purchasing of the insurance listed in the right of entry application, application fee, and use of right of way fee.
- M. **E-Rail Safe:** All Contractor employees working on the Kansas City Southern Railway Company property will be required to obtain an E-rail safe card. This program provides testing, background checks and badges on your current employees and future applicants that is required by the railroad. <http://www.e-railsafe.com/index.html>
- N. **INCIDENTAL ITEMS:** All other items necessary to complete the project, in accordance with these specifications or project drawings, such as but not limited to: relocation of signs, excavation for pavement restoration, traffic control, and concrete testing will not be paid for separately and will be considered incidental to the items listed in the proposal.

JSP - 7 ROCK BLANKET

1.0 Description. This work shall consist of the material, fabrication and installation of the rock blanket under bridge approach spans as indicated on the plans. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

1.1 The contractor shall submit shop drawings of the geotextile fabric prior to use. Materials include all rock blanket and geotextile fabric.

2.0 Method of Measurement. The Rock Blanket shall be measured as cubic yard.

3.0 Basis of Payment. Accepted construction of the Rock Blanket will be paid for at the contract unit price bid for item "Rock Blanket". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 8 FURNISH AND DRIVE H-PILES

1.0 Description. This work shall consist of the material, fabrication and installation of the h-piles as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Furnish and Drive H-piles shall be measured as lineal feet of h-pile.

3.0 Basis of Payment. Accepted construction of the Furnish and Drive H-piles will be paid for at the contract unit price bid for item "Furnish and Drive H-piles". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 9 PILE BRACING

1.0 Description. This work shall consist of the material, fabrication and installation of the h-pile bracing as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Pile Bracing shall be measured as lineal feet.

3.0 Basis of Payment. Accepted construction of the Pile Bracing will be paid for at the contract unit price bid for item "Pile Bracing". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 10 PILE POINTS

1.0 Description. This work shall consist of the material, fabrication and installation of the h-pile points as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Pile Points shall be measured as each.

3.0 Basis of Payment. Accepted construction of the Pile Points will be paid for at the contract unit price bid for item "Pile Points". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 11 STEEL PIPE CASING FOR AUGER PILES

1.0 Description. This work shall consist of the material, fabrication and installation of the steel pipe casing for auger piles as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Steel Pipe Casing for Auger Piles shall be measured as lineal feet of casing.

3.0 Basis of Payment. Accepted construction of the Steel Pipe Casing for Auger Piles will be paid for at the contract unit price bid for item "Steel Pipe Casing for Auger Piles". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 12 AUGER PILES IN SOIL

1.0 Description. This work shall consist of the material, fabrication and installation of the auger piles in soil as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Auger Piles in Soil shall be measured as lineal feet in soil.

3.0 Basis of Payment. Accepted construction of the Auger Piles in Soil will be paid for at the contract unit price bid for item "Auger Piles in Soil". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 13 AUGER PILES IN ROCK

1.0 Description. This work shall consist of the material, fabrication and installation of the auger piles in rock as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Auger Piles in Rock shall be measured as lineal feet in rock.

3.0 Basis of Payment. Accepted construction of the Auger Piles in Rock will be paid for at the contract unit price bid for item "Auger Piles in Rock". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 14 CAST-IN-PLACE CONCRETE FOR SOCKETS

1.0 Description. This work shall consist of the material, fabrication and installation of the cast-in-place concrete for sockets as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Cast-in-Place Concrete for Sockets shall be measured as cubic yards.

3.0 Basis of Payment. Accepted construction of the Cast-in-Place Concrete for Sockets will be paid for at the contract unit price bid for item "Cast-in-Place Concrete for Sockets". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 15 FURNISH AND INSTALL PS CONCRETE GIRDER

1.0 Description. This work shall consist of the material, fabrication and installation of the PS concrete girders as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

1.1 The contractor shall submit shop drawings of the PS concrete girders prior to fabrication. Materials include girders, girder stops and misc. hardware.

2.0 Method of Measurement. The Furnish and Install PS Concrete Girder shall be measured as each.

3.0 Basis of Payment. Accepted construction of the Furnish and Install PS Concrete Girder will be paid for at the contract unit price bid for item "Furnish and Install PS Concrete Girder". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 16 FURNISH AND INSTALL PC CONCRETE CAPS

1.0 Description. This work shall consist of the material, fabrication and installation of the PC concrete caps as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

1.2 The contractor shall submit shop drawings of the PC concrete caps prior to fabrication. Materials include bearing pads and misc. hardware.

2.0 Method of Measurement. The Furnish and Install PC Concrete Caps shall be measured as each.

3.0 Basis of Payment. Accepted construction of the Furnish and Install PC Concrete Caps will be paid for at the contract unit price bid for item "Furnish and Install PC Concrete Caps". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 17 FURNISH AND INSTALL PC CONCRETE END BENTS w/WINGWALLS

1.0 Description. This work shall consist of the material, fabrication and installation of the PC concrete end bents w/ wingwalls as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

1.3 The contractor shall submit shop drawings of the PC concrete end bents w/ wingwalls prior to fabrication. Materials include bearing pads and misc. hardware.

2.0 Method of Measurement. The Furnish and Install PC Concrete End Bents w/Wingwalls shall be measured as each.

3.0 Basis of Payment. Accepted construction of the Furnish and Install PC Concrete End Bents w/Wingwalls will be paid for at the contract unit price bid for item "Furnish and Install PC Concrete End Bents w/Wingwalls". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 18 DECK PLATES

1.0 Description. This work shall consist of the material, fabrication and installation of the deck plates as indicated on the plans. All work shall be in accordance with the KCS specifications and AREMA Manual.

2.0 Method of Measurement. The Deck Plates shall be measured as each.

3.0 Basis of Payment. Accepted construction of the Deck Plates will be paid for at the contract unit price bid for item "Deck Plates". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 19 SPECIAL HANDRAIL

1.0 Description. This work shall consist of the material, fabrication and installation of the handrails as indicated on the plans. All work shall be in accordance with the

MoDOT, KCS specifications and AREMA Manual.

1.4 The contractor shall submit shop drawings of the handrails prior to fabrication. Materials include structural steel, and epoxy anchors.

2.0 Method of Measurement. The Special Handrail shall be measured as lineal feet.

3.0 Basis of Payment. Accepted construction of the Special Handrail will be paid for at the contract unit price bid for item "Special Handrail". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 20 DECK WATERPROOFING

1.0 Description. This work shall consist of the material, fabrication and installation of the deck waterproofing as indicated on the plans. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

1.2 The contractor shall submit shop drawings of the deck waterproofing prior to fabrication. Materials include structural steel flashing, structural steel cover plates, structural steel armor plate, anchors, nuts, butyl rubber and asphalt protective cover sheets.

2.0 Method of Measurement. The Deck Waterproofing shall be measured as square yard.

3.0 Basis of Payment. Accepted construction of the Deck Waterproofing (Special) will be paid for at the contract unit price bid for item "Deck Waterproofing". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

JSP - 21 BRIDGE TEMPORARY SHORING

1.0 Description. This work shall consist of the material, fabrication and installation/removal of the temporary shoring in areas indicated on the plans. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

1.2 The contractor shall submit drawings and calculations as required per the plan general notes. Drawings and calculations shall designate the construction phase that the shoring is associated with and shall follow the required guidelines.

2.0 Method of Measurement. The Temporary Shoring shall be measured as lineal foot.

3.0 Basis of Payment. Accepted construction/removal of the Temporary Shoring will be paid for at the contract unit price bid for item "Bridge Temporary Shoring". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction/removal item. Items not specifically called out in the contract for the installation/removal of this item shall be considered subsidiary to other related items.

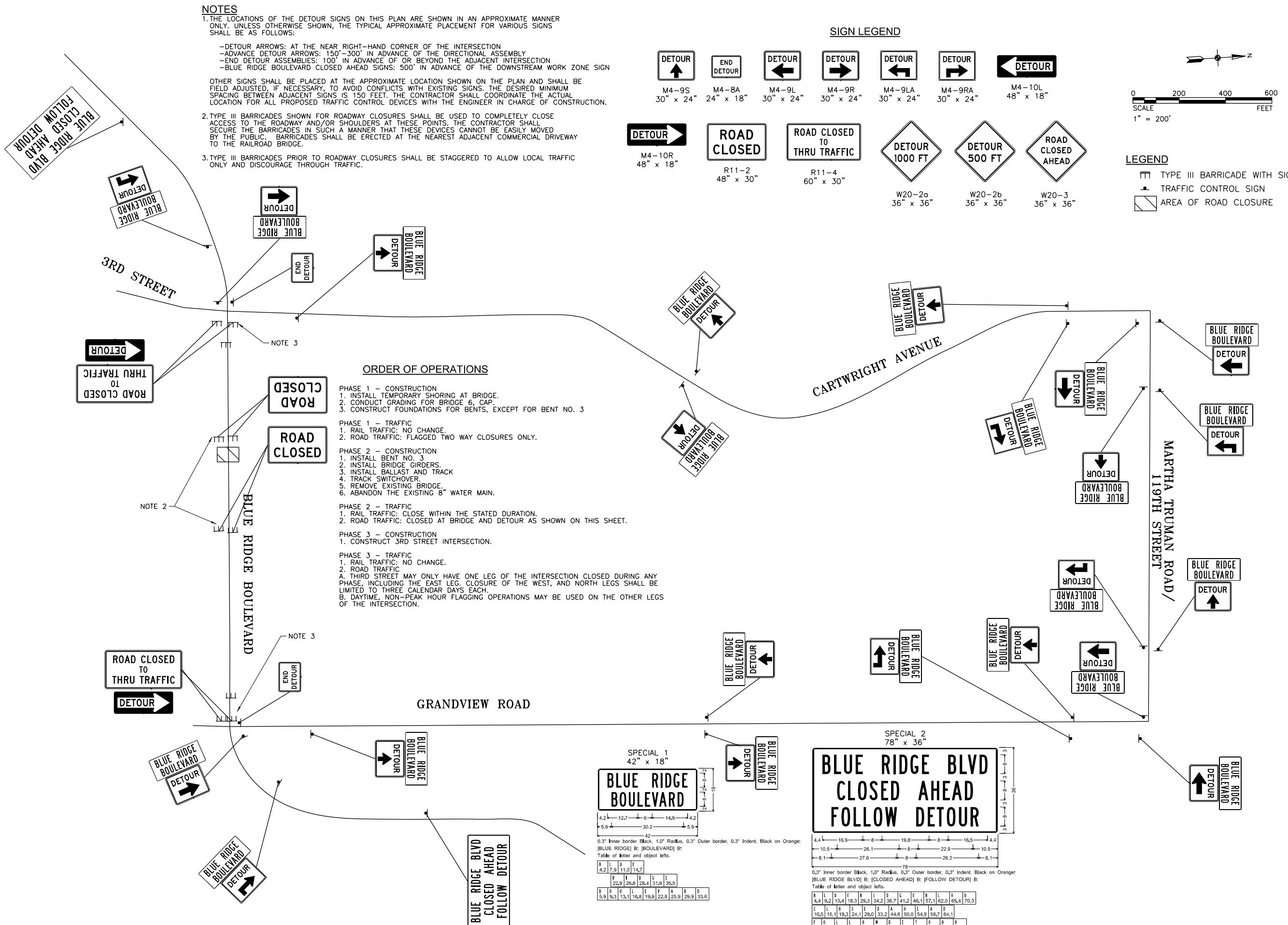
JSP - 22 TRACK TEMPORARY SHORING

1.0 Description. This work shall consist of the material, fabrication and installation/removal of the temporary shoring in areas indicated on the plans. All work shall be in accordance with the MoDOT, KCS specifications and AREMA Manual.

1.3 The contractor shall submit drawings and calculations as required per the plan general notes. Drawings and calculations shall designate the construction phase that the shoring is associated with and shall follow the required guidelines. Track temporary shoring shall also include temporary underdrain as shown on the plans.

2.0 Method of Measurement. The TrackTemporary Shoring shall be measured as lineal foot.

3.0 Basis of Payment. Accepted construction/removal of the Temporary Shoring will be paid for at the contract unit price bid for item "Track Temporary Shoring". Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction/removal item. Items not specifically called out in the contract for the installation/removal of this item shall be considered subsidiary to other related items.



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IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING