

City of Grain Valley, Missouri
TAP 3456(402) SW Eagles Parkway (Rte. AA) – Phase A
September 1, 2026
Addendum No. 1

TO ALL PROSPECTIVE BIDDERS:

Pre-Bid Meeting:

A Pre-Bid Meeting was held on August 27, 2026. The Minutes and meeting attendance from the meeting are attached.

Bid Changes:

The following items were noted and discussed:

1. Bid Form Article 5 – Basis of Bid
 1. Delete the pages with Article 5 – Basis of Bid to Article 8 – Bid Submittal and replace with the attached version.
 2. Two additional bid items were added and the total calendar days revised to 300.
2. Bid Form Article 6 states work will be completed 45 days from Notice to Proceed. A revised page has been attached that corrects that to 300 days from NTP.
3. FHWA Form 1273
 - a. Exchange Form 1273 with the attached current version.
4. Job Special Provisions
 1. Delete the job special provisions and replace with the attached version.
 2. JSP-13-10D was revised to update the contract days and liquidated damages.
 3. JSP-02-06N was revised to reflect restrictions on when Phase 2 can be constructed and which phases may be constructed concurrently.

Questions & Answers:

1. In the Notice to Contractors #3 Period of Performance shows 300 calendar days with a completion date of 8-9-2027, but the Job Special Provisions Section B 2.1 shows 120 Calendar Days. Which of these is correct?
 - a. The 300 days in the Notice to Contractors is correct. The JSPs will be updated with Addendum 1.
2. Can you provide anticipated start and completion dates?
 - a. The City would like to start as soon as possible. This can be further clarified at the pre-bid meeting and issued in Addendum 1.
3. Can you provide a plan holder list?
 - a. The list of those in attendance at the pre-bid meeting will be issued with Addendum 1 following the pre-bid meeting.
4. Is there a site available for material stockpiling and spoils dumping?
 - a. Yes, the selected contractor may use 600 SW Buckner Tarsney Road in Grain Valley for both spoils dumping and staging materials and equipment.
5. When school is in session, will the temporary traffic signal cause traffic issues? Is the traffic signal required to be in use at all times during the construction phases that require it?
 - a. A portable/mobile temporary signal may be used that would not need to be in use 24 hours per day if lane restrictions were lifted at the end of the work day.

Drawings:

1. Delete the following Drawings in their entirety: Sheet 3, Sheet 4, Sheet 40, Sheet 44, and Sheet 46. Replace with the following drawings attached to this Addendum No. 1: Sheet 3, Sheet 4, Sheet 40,

Sheet 44, and Sheet 46.

- a. Sheet 3 – Struck Note 17.
- b. Sheet 4 – added bid items.
- c. Sheet 40 – Clarified pipe material.
- d. Sheet 44 – Clarified pipe lengths.
- e. Sheet 46 – Clarified pipe material.

Contracting Requirements:

1.

The undersigned hereby acknowledges receipt of this addendum.

PLEASE ATTACH THIS EXECUTED ADDENDUM TO YOUR BID.

Company Name

Signature

Title

Address

City, State, Zip Code

Phone Number

**PRE-BID MEETING:
SW EAGLES PARKWAY (RTE. AA) – PHASE A
FEDERAL PROJECT # TAP-3456 (402)
CITY OF GRAIN VALLEY, MISSOURI
CITY HALL – LOWER LEVEL CONFERENCE ROOM
AUGUST 27, 2026 AT 2:00 P.M.**

1. INTRODUCTIONS AND SIGN-IN SHEET DISTRIBUTION

- a. Introduction of City of Grain Valley staff
- b. Introduction of design consultant and other agency representatives
- c. Sign-in sheet and confirmation of attendance requirement

2. PROJECT OVERVIEW

- a. Project limits: SW Eagles Parkway from Blue Branch to Buckner Tarsney Road
- b. Scope of work:
 - i. New curb, trail, curb ramps
 - ii. Storm sewer improvements
 - iii. Utility adjustments
 - iv. Restoration and other appurtenances
 - v. Estimated project duration and milestone dates
 - vi. Work hours and special conditions
 - 1. 7:00 AM – 6:00 PM
 - 2. 7:00 AM – 8:30 AM and 2:00 – 3:30 are very congested times in front of the elementary and high schools. Traffic restrictions while school is in session will cause significant backups. It is strongly recommended to avoid restrictions during those hours in front of the schools.
 - 3. Coordinate with the fire department in advance of any lane restrictions.

3. BID REQUIREMENTS & PROCEDURES

- a. Sealed bids must be submitted to the City at City Hall
- b. Mandatory bid bond or cashier's check (**5%** of bid)
- c. Required contractor prequalification with MoDOT (Section 102.2)

- d. Federal and state wage rates – must pay the higher of the two rates
- e. Buy America requirements for steel and other materials
- f. OSHA 10-hour safety training for all on-site employees

4. CONTRACT COMPLIANCE & KEY PROVISIONS

- a. Prevailing wage compliance and reporting
- b. ADA compliance and final acceptance procedures
- c. Disadvantaged Business Enterprise (DBE) participation requirements
- d. Insurance and bonding requirements
- e. Required affidavits and E-Verify documentation
- f. Calendar Days: **300**
- g. Liquidated damages: **\$1,100** per calendar day
- h. City tax-exempt status and procedures for material purchases
- i. Bid Opening: **September 15th, 2026 at 2:00pm**. Bids must be complete/contain all necessary documents.
- j. Contractors must be on MoDOT's Qualified Contractor List
- k. Addendums, if any, will be distributed through the City's website, Drexel Technologies, and MoDOT. Bidder shall sign and include with their bid submittal.
- l. There is a bidder's checklist in the bid book; please follow those instructions.
- m. OSHA 10-Hour Training Required
- n. Buy America Requirements
- o. All products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States
- p. **SALES AND USE TAX EXEMPTION:** The City of Grain Valley, a tax exempt entity, will furnish a Missouri Project Exemption Certificate. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

5. QUESTIONS & CLARIFICATIONS

- a. Verbal questions addressed during meeting
- b. Deadline for question submission: **September 8th, 2026**
- c. Responses will be issued through written addenda only
- d. Calendar days and liquidated damages will be updated through addenda.
- e. Existing sidewalk is to remain in place.
- f. Material stockpile location availability
 - i. Further coordination with the City will be had to identify a location and included in Addendum 1.

- g. Spoils dump site
 - i. Further coordination with the City will be had to identify a location and included in Addendum 1.

6. CONSTRUCTION

- A. CMT has been hired by the City to perform the Construction Engineering for the project.
- B. Hg Consult will be performing the required LPA construction material testing.
- C. Construction Schedule – Contractor shall submit a detailed construction schedule for review and approval, prior to commencing any work. Work around City Special events. See Traffic Control Plans.
 - a. A temporary signal bid item was included assuming for phases 1 and 2 the eastbound lane of SW Eagles Parkway would need restricted for contractor operational space.
 - b. The selected contractor may submit other maintenance of traffic configurations for consideration.
- D. Contractor will need a permit from MoDOT for the pullbox adjustment at Buckner Tarsney Road as a formality. Contact is Nathan Juliana (Nathan.juliana@modot.mo.gov).
- E. 1000 SW Stonebrook Lane and 930 SW Stonebrook Lane: contractors shall take all precautions to avoid encroaching on these properties.

7. UTILITY RELOCATION STATUS

- A. See JSP F Utilities for information. See Plan Sheets for locations.
- B. Several utility valves, meters, manhole lids, signal/lighting pull boxes that will need to be adjusted to grade by the Contractor.

8. JOB SPECIAL PROVISIONS

There are multiple special pay items/work of this project. Please be sure to read the JSPs required for each special item and the project. Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.

9. CONTRACTOR QUESTIONS

- Where can contractors expect to store materials, equipment, and dump items during construction?

- There is a city owned stockpile location near the library at 600 SW Buckner Tarsney Road that can be used by contractors for this project. The address may not be exact but it is the lot directly to the south of the library.
- The City will talk to the school district about potentially using their empty lot between the school and the coffee shop as a staging area for equipment but should not be assumed for use at this time.
- When school is in session, will the temporary traffic signal cause traffic issues? Is the traffic signal required to be in use at all times during the construction phases that require it?
 - There will be a discussion on whether a mobile temporary traffic signal can be used and whether the hours of use can be restricted to between 9 am and 2 pm.
- General Note 17 reads as though the contractor is responsible for the cost of any unexpected utilities that are damaged, specifically water, sewer, and service lines. Is that correct?
 - This note means that if the contractor is negligent and damages a utility that they are aware of then they will be responsible. The City will discuss revisions to the language of the note.
- Some pipes are not labeled with exact pipe type. Are the pipes required to be the material called out or are they able to be switched based on the contractor?
 - CMT to review and revise plans to clarify material for the pipes. As long as the pipes are traffic rated then the city does not care if HDPE is used in place of RCP.
- For the 12" RCP for storm sewer across Kirby Road, it does not specify if it should be bored or open cut across the road. 12" RCP is no longer the standard and 15" will be less expensive, can this be changed? RCP cannot be bored unless it is class 4 and even then, it is preferred to open cut when placing RCP.
 - The City would prefer bored in order to prevent disruptions to the school traffic. The City will discuss a preferred approach and include any revisions in Addendum 1.
- Erosion Control Note 20 has two different types of granular backfill based on open cutting to place pipes vs boring. Will there be boring and if so, where?
 - After the decision for boring or open cutting is made the plans will be revised to show the proper type of backfill.
- Is the water facility adjustment note referring only to bringing the water valve tops to grade?
 - Yes but CMT will double check.
- Drainage Sheet 3 of 10 connecting the 36 pipes to structure 04, how is this being done as there is not currently a bid item.
 - CMT will add a bid item.
- For the 48-inch pipe, the quantities do not match the labels, is the quantity currently counting the pipe going through the structure or to the structure?
 - CMT to double check and revise quantity if needed.

August 27, 2026
2:00 p.m. – 3:00 p.m.
Grain Valley City Hall
711 N Main Street, Grain Valley, MO 64029

[illegible]

August 27, 2026
2:00 p.m. — 3:00 p.m.
Grain Valley City Hall
711 N Main Street, Grain Valley, MO 64029

[illegible]

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Units	Quantity	Unit Price	Extension
1	REMOVAL OF IMPROVEMENTS	LS	1		
2	UNCLASSIFIED EXCAVATION	CY	2275		
3	4 INCH ASPHALT SURFACE COURSE (APWA TYPE 3-01)	SY	2478		
4	6 INCH PCC	SY	223		
5	5 INCH PCC	SY	1295		
6	WATER FACILITY ADJUSTMENT	EA	4		
7	PULL BOX ADJUSTMENT	EA	1		
8	GATE	EA	2		
9	CONCRETE CURB RAMP	SY	280		
10	TRUNCATED DOMES	SF	331		
11	ROCK LINING	CY	800		
12	CURB AND GUTTER (CG-1)	LF	1354		
13	CURB WALL	LF	328		
14	STRAIGHT CURB (TYPE C-1)	LF	330		
15	SUBGRADE COMPACTION (6-INCH DEPTH)	SY	2160		
16	4 INCH AGGREGATE BASE (MODOT TYPE 5)	SY	2477		
17	SUBGRADE COMPACTION (9-INCH DEPTH)	SY	2973		
18	3 INCH AGGREGATE BASE (MODOT TYPE 5)	SY	1294.3		
19	CONSTRUCTION SIGN	EA	56		
20	CHANNELIZER (TRIM-LIKE)	EA	50		
21	TYPE 3 MOVEABLE BARRICADE	EA	3		
22	FLASHING ARROW PANEL	EA	1		

Item No.	Description	Units	Quantity	Unit Price	Extension
23	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN. WHITE	LF	457		
24	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	120		
25	12 IN. PIPE GROUP A	LF	580		
26	18 IN. PIPE GROUP A	LF	224		
27	42 IN. PIPE GROUP A	LF	44		
28	48 IN. PIPE GROUP A	LF	59		
29	PRECAST CONCRETE MANHOLE - 72 IN.	LF	42		
30	12 INCH THERMAL MOLDED INLINE DRAIN	EA	3		
31	4' X 6' CURB INLET	EA	2		
32	12 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	4		
33	18 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	1		
34	42 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	1		
35	48 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	1		
36	TOPSOIL	CY	1006		
37	HYDROSEEDING	SY	6032		
38	ALTERNATE DITCH CHECK	EA	6		
39	CURB INLET CHECK	EA	2		
40	SILT FENCE	LF	2391		
41	INLET CHECK	EA	3		

Item No.	Description	Units	Quantity	Unit Price	Extension
42	TEMPORARY TRAFFIC SIGNAL	LS	1		
43	MOBILIZATION	LS	1		
44	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
45	SERVICE LINE ADJUSTMENT	EA	1		
46	36 IN. PIPE GROUP A	LF	4		
Total Amount of Base Bid					

Total Amount of Bid for Project (Typed or Written)

Firm Name

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 -TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 300 days of Notice to Proceed and will be completed and ready for final payment in accordance with Paragraph 14.10 of the General Conditions within 30 days of final punch list.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 -ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Bidders Affidavit;
 - C. E-Verify Affidavit;
 - D. List of ProposedSubcontractors;
 - E. List of Proposed Suppliers;
 - F. List of Equipment;
 - G. List of Contracts on Hand;
 - H. Evidence of authority to do business in the state of Missouri; or a written covenant to obtain such license

within the time for acceptance of Bids;

- I. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- J. All manufactured goods or commodities used or supplied under this contract must meet the requirements of the Domestic Products Procurement law RSMo 34.350 - RSMo 34.359. Compliance certification must be submitted with the bid.

7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name]

{If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.}

Attest:

[Signature] ____ **[Printed name]** _____

Title: _____ Submittal Date: _____ Address for giving notices:

Telephone Number: ____ Fax Number: _____ Contact Name and e-mail address: ____

Bidder's License No.: _____

(where applicable)

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in

paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its repurchase costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

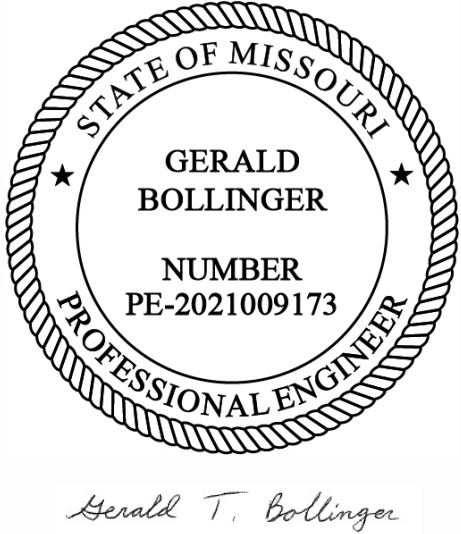
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

JOB SPECIAL PROVISIONS

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (Roadway)

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

A.	General – Federal JSP-09-02L
B.	Contract Liquidated Damages JSP- 13-01D
C.	Project Contact For Contractor/Bidder Questions JSP-96-05A
D.	Work Zone Traffic Management Plan (WZTMP) JSP-02-06N
E.	Emergency Provisions And Incident Management JSP-90-11A
F.	Utilities JSP-15-13A
G.	ADA Compliance And Final Acceptance Of Constructed Facilities JSP-15-07B
H.	LPA Buy America Requirements JSP-18-08A
I.	Supplemental Revisions JSP-18-01KK
J.	Shop Drawings and Submittals
K.	Contractor Quality Control NJSP-15-42
L.	ADA Compliant Moveable Barricade
M.	Tree Root Pruning
N.	Gate
O.	Pull Box Adjustment
P.	12 Inch Thermal Molded Drainage Basin
Q.	Curb Wall
R.	Hydroseeding
S.	Water Facility Adjustment
T.	Retainage
U.	Lump Sum Items
V.	4 Inch Asphalt Surface Course (APWA Type 3-01)
W.	5 Inch PCC
X.	Curb and Gutter (CG-1)
Y.	Straight Curb (Type C-1)
Z.	4' x 6' Curb Inlet
AA.	Inlet Check
BB.	Temporary Traffic Signal

	CITY OF GRAIN VALLEY 711 N Main Street Grain Valley, MO 64029 Phone 816-847-6200
	Crawford, Murphy & Tilly, Inc. 1100 Main Street, Suite 1210 Kansas City, MO 64105 Certificate of Authority: 000631 Consultant Phone: 816-272-8318
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	PROJECT NO. TAP-3456(402) CITY OF GRAIN VALLEY DATE PREPARED: May 7, 2026
	ADDENDUM:
The following items of the Job Special Provisions are authenticated by this seal: A-BB	

A. GENERAL - FEDERAL JSP-09-02L

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

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

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

2025 General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans
For Highway Construction

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

B. CONTRACT LIQUIDATED DAMAGES JSP- 13-01D

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

2.1 Calendar Days. 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
TAP-3456(402)	300	\$2,300

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work within the number of calendar days specified in Section 2.1, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,100** 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 within the number of calendar days specified in Section 2.1, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS – JSP-96-05A

All questions concerning the bid document preparation and this project during the bidding process shall be forwarded to the project contact listed below:

TAP-3456(402)

Gerald Bollinger
Engineer of Record
Crawford, Murphy &
Tilly
100 Main St., Suite
1210
Kansas City, MO 64105

317-492-9173

gbollinger@cmtengr.com

D. WORK ZONE TRAFFIC MANAGEMENT PLAN (WZTMP) JSP-02-06N

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

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 Phase 2 of construction (Cross Creek Drive to Garden Street) must occur when school is not in session or will be restricted to the working hours of 9:00 AM to 2:00 PM with all lanes open to traffic outside the available working hours.

4.3 Phases 1 and 3 as outlined in the plans may be constructed concurrently. Phase 2 may be constructed concurrently with Phase 3 only provided it is done within the restrictions of Section 4.2.

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

E. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11A

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The City of Independence Public Works 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 police services, the following agencies may also be notified for accident or emergency situation within the project limits:

Grain Valley Police	(816) 847-6250
Central Jackson Co. Fire	(816) 229-2522
MoDOT TMC	(816) 607-2000
Missouri Highway Patrol	(816) 622-0800

In emergency or off duty hours: Dial 911

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

2.1.2. The contractor shall notify 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 enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

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

F. UTILITIES JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T Distribution Dan Sewing 2121 E. 63 rd St. Kansas City, MO 64130 Phone: 816-896-6149 Email: ds6080@att.com	Yes (See Section 2.0)	Fiber & Communications
Verizon (MCI) Bryan Burger 10740 Nall Ave., Suite 400 Overland Park, KS 66211 Phone: 816-204-4494 Email: bryan.burger@verizon.com	No	Communications

Spire Gas Energy Fred Del Toro 3025 SE Clover Drive, Lee's Summit, MO 64082 Phone: 816-266-3033 Email: Fred.DelToro@spireenergy.com	Yes (See Section 3.0)	Gas
MoDOT KC District Chris Divine 600 NE Colbern Rd Lee's Summit, MO 64086 Phone: 816-809-5277 Email: Christopher.Divine@modot.mo.gov	Yes (See Section 4.0)	Signals & Lighting
MoDOT KC District Randy Johnson 600 NE Colbern Rd Lee's Summit, MO 64086 Phone: 816-927-9583 Email: Randy.Johnson@modot.mo.gov	Yes (See Section 4.0)	ITS
Jackson County Randy Diehl Phone: 816-881-4577 Email: rdiehl@jacksongov.org	No	
City of Grain Valley, MO Patrick Martin 711 Main Street Grain Valley, MO 64029 Phone: 816-847-6221 Email: pmartin@cityofgrainvalley.org	Yes (See Section 5.0)	Water
Unite Private Networks (Segra) Samuel Vohsen 120 W 12th Street, Floor 11 Kansas City, MO 64105 Phone: 816-814-9768 Email: fibermanagement@segrafiber.com	No	Fiber
Evergy Gary Jones 1105 SE US Hwy 40 Blue Springs, MO 64014 Phone: 816-813-1998 Email: gary.jones@evergy.com	No (See Section 6.0)	Power

1.1 Disclaimer and Verification of Utility Information. 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.

1.2 Overhead Primary Electric. Every utilities listed above have overhead lines within the project limits in the vicinity of the Contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act; this statute makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high voltage line that has not been covered or de-energized. The purpose of the Missouri Overhead Powerline Safety Act is to ensure the safety of the public when working around overhead power lines. If the contractor needs line cover when working near a primary powerline, then the contractor shall notify that utility owner a minimum of 14 days in advance of needing line cover. Most power providers perform this service free of charge for municipally-driven projects. The contractor shall be responsible for any damage to the overhead lines caused by their operations. There will be no direct payment for compliance to this specification.

2.0 AT&T Distribution. AT&T Distribution maintains several telecommunications and fiber facilities along the south side of SW Eagle Parkway/Route AA. Existing facilities within the corridor include telecommunications vaults, pedestals, pull boxes, and underground fiber infrastructure.

Design has incorporated measures to avoid conflicts with several existing AT&T facilities. Most notably, the proposed curb and gutter near Sta. 9+29 has been modified to avoid impacts to existing AT&T vaults located adjacent to the roadway. The contractor shall exercise caution when working near these high-profile facility. Any damage to the duct bank caused by the contractor's operations shall be repaired and/or replaced solely at the contractor's expense including any cost for network outage.

A telecommunications pedestal and marker near Sta. 17+60 will require relocation, and an additional pedestal near Sta. 18+43 shall be evaluated by AT&T to determine whether relocation or adjustment is necessary. In addition, an existing pull box near Sta. 42+54 will require adjustment to match proposed sidewalk grades.

AT&T also maintains multiple underground fiber and telecommunications lines running longitudinally along the south side of the corridor. The Contractor shall exercise extreme caution near Sta. 21+41 during installation of proposed Drainage Structure "09" to avoid disturbance to existing underground facilities.

The Contractor shall be responsible for verifying the location of all AT&T facilities impacted by the project and coordinating with the appropriate AT&T representative regarding any required relocation or adjustment work. All work shall be performed in accordance with AT&T requirements and procedures. Any required relocations or adjustments shall be completed prior to construction activities occurring within the impacted area. The Contractor shall confirm all utility work has been completed before proceeding with sidewalk or grading operations adjacent to AT&T facilities.

3.0 Spire Gas Energy. Spire maintains existing natural gas facilities throughout the project corridor in the vicinity of SW Eagle Parkway, including facilities located near the intersections

of Cross Creek Drive, Oak Street, and S Buckner Tarsney Road. Existing gas mains within these areas are generally anticipated to have approximately 30 to 36 inches of cover, with depths ranging up to approximately 60 inches near the S Buckner Tarsney Road intersection. The following locations contain existing Spire facilities in close proximity to the proposed improvements:

- **Plan Sheet 3 of 10** – Existing natural gas facilities are located within the southeast quadrant of the Cross Creek Drive and SW Eagle Parkway intersection area. Existing facilities in this location are anticipated to have approximately 30 inches of cover.

- **Plan Sheet 6 of 10** – Existing north/south Spire gas facilities are present along Oak Street near the SW Eagle Parkway intersection. Existing facilities in this area are anticipated to have approximately 30 inches of cover.

- **Plan Sheet 10 of 10** – Existing natural gas facilities are located within the southwest quadrant of the S Buckner Tarsney Road and SW Eagle Parkway intersection. While no direct impacts are currently anticipated along the north/south limits of S Buckner Tarsney Road, portions of the proposed work along SW Eagle Parkway will occur in close proximity to existing gas facilities. Existing depths of cover within this area are anticipated to range from approximately 36 to 60 inches.

No known utility conflicts are currently anticipated within these areas; however, the existing gas facilities are considered high-profile infrastructure and the Contractor shall exercise caution when working near these high-profile facility. Furthermore, any damage to these facilities caused by the contractor's operations shall be repaired and/or replaced solely at the contractor's expense including any cost for network outage.

The Contractor shall coordinate with Spire regarding any work occurring within the vicinity of their facilities, including adjustment of the existing gas valve near Sta. 22+42 along the south side of the proposed trail. All work associated with Spire facilities shall be performed in accordance with Spire requirements and procedures, and any required relocations or adjustments shall be completed prior to construction within the impacted area. The Contractor shall verify all utility work has been completed and approved by Spire before proceeding with adjacent construction activities.

If utility locates appear inaccurate, incomplete, or conflicting with field conditions, the Contractor shall immediately notify Fred Del Toro so coordination can occur with Spire's Damage Prevention Coordinator prior to continuing work within the affected area.

4.0 MoDOT KC District. MoDOT Kansas City District owns and operates existing traffic signal, lighting, and Intelligent Transportation System (ITS) facilities near the southwest quadrant of the SW Eagle Parkway/Route AA and S Buckner Tarsney Road intersection. Existing facilities within this area include handholes and pull boxes associated with signal, lighting, and ITS infrastructure.

An existing pull box near Sta. 54+14 will require adjustment to match proposed trail grades. The Contractor shall be responsible for verifying ownership of all handholes and pull boxes impacted by the project prior to performing any adjustment or relocation work.

The contractor shall be responsible for developing a plan to raise the pull boxes and have their plan approved by Chris Divine (see contact information above) prior to beginning any construction operations. MoDOT will have the final determination on how their facilities are to be adjusted to accommodate the proposed trail improvements. All costs incurred for compliance of this specification shall be included within the contractor's submitted bid price for item 604-99.02, Pull Box Adjustment, per each.

5.0 City of Grain Valley, MO. The City of Grain Valley maintains existing water utility facilities throughout the project corridor, including water valves, hydrants, and meters. Several of these facilities are located within or adjacent to proposed trail, curb ramp, and grading improvement areas and will require adjustment and/or relocation to match proposed finished grades and maintain compliance with City standards.

The following locations contain known water utility facilities requiring evaluation and coordination with the City prior to construction:

- **Plan Sheet 3 of 10** – Existing water valves are located within the proposed curb ramp and truncated dome area near Sta. 40+22. The Contractor shall relocate the impacted valve outside of the proposed truncated dome area and adjust remaining valves to match proposed grade. The Contractor shall coordinate all relocation and adjustment efforts with the City prior to construction within this area.

- **Plan Sheet 7 of 10** – Existing water valves are located within the gutter line near Sta. 39+62 and Sta. 69+64. These facilities will require adjustment to match proposed grades. Prior to adjustment, the Contractor shall coordinate with the City to determine whether relocation of the facilities is required to comply with applicable City standards.

The contractor shall be responsible for developing a plan to adjust and relocate the respective water facilities and have their plan approved by Patrick Martian (see contact information above) prior to beginning any construction operations. The City of Grain Valley will have the final determination on how their facilities are to be adjusted to accommodate the proposed trail improvements. All costs incurred for compliance of this specification shall be included within the contractor's submitted bid price for item 603-99.02, Water Facility Adjustment, per each.

6.0 Evergy. Evergy maintains overhead electrical facilities throughout the corridor, including utility poles carrying transmission, primary, and secondary electrical lines along SW Eagle Parkway/Route AA. The contractor shall exercise caution when working in close proximity to these high-profile facilities.

No known conflicts with Evergy facilities are currently anticipated within the project limits. However, the Contractor shall immediately notify the appropriate Evergy representative if any project activities conflict with or damage existing electrical infrastructure. Furthermore, any damage to these facilities caused by the contractor's operations shall be repaired and/or replaced solely at the contractor's expense including any cost for network outage.

The Contractor shall be aware that one existing utility pole near Sta. 5+76 is located within the proposed grading limits along the south side of the proposed trail. To avoid impacts to the pole and associated foundations, the Contractor is advised to install a Type S Curb or Curb Wall in lieu of grading within four (4) feet of the pole location. Refer to Plan Sheet 1 of 10 for additional details regarding pole location and proposed improvements.

G. 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.

H. LPA BUY AMERICA REQUIREMENTS JSP-18-08A

106.9 Buy America Requirement. On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. Where steel or iron products or construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall are to be permanently incorporated into the contract work, these material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. 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 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.

106.9.2 "Minor usage" of the above products or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one 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.

106.9.3 Buy America requirements include a step certification for all fabrication processes of all mentioned materials that are accepted per Sec 1000.

106.9.3.1 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 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.

106.9.3.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and the construction materials under this requirement which are 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.

106.9.3.3 Any minor miscellaneous construction material, 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 all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically.” The certification shall be signed by an authorized representative of the prime contractor.

106.9.3.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

106.9.4 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 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.

106.9.5 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

I. SUPPLEMENTAL REVISIONS JSP-18-01CC

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

6.0 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.

6.0 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.

6.0 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.

a. Third-Party Test Waiver for Concrete Aggregate

5.0 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.

5.0 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.

J. SHOP DRAWINGS AND SUBMITTALS

1.0 The Contractor will be required to submit four (4) copies of detailed shop and dimension drawings of all reinforcement for cast-in-place concrete, pipe, precast concrete units, modular block units, railings, guardrail, concrete mix design and any other items, as may be determined by the Engineer. All shop drawings must be submitted within 30 days after the project start date. The Contractor is to allow a two-week review time, and the Contractor or fabricator shall not fabricate, construct or install any item for which shop drawings are required prior to receipt of properly reviewed shop drawings.

1.1 Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

1.2 Contractor's stamp of approval is a representation to Owner and Engineer that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data and that he has reviewed or coordinated each submittal with the requirements of the Work and the Contract Documents.

1.3 Identify variations from Contract Documents and Product. Identify system limitations that may be detrimental to successful performance of the completed Work. Such submittals shall, as pertinent to the

deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

1.4 Provide space for Contractor and Engineer review stamps.

1.5 Revise and resubmit submittals as required, identify all changes made since previous submittal.

1.6 Contractor shall accept full responsibility for the completeness of each submission, and in the case of resubmission, shall verify that all exceptions previously noted by Engineer have been taken into account. When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called by Engineer on previous submissions.

1.7 In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse Owner for the charges of Engineer for review of the additional resubmissions.

1.8 Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of

the work is directly caused by a change in the Work authorized by a Change Order or by failure of Engineer to return any submittal within 14 days after its receipt in Engineer's office.

1.9 When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer and not less than four (4) complete corrected copies resubmitted.

2.0 The Engineer's review of shop drawings and data submitted by the Contractor will cover only general conformity to the drawings and specifications, external connections, and dimensions which affect the layout. The Engineer's review of drawings returned marked REVIEWED or FURNISH AS CORRECT does not indicate a thorough review of all dimensions, quantities and details of the material, equipment, devices or items shown and does not relieve the Contractor from any responsibility for errors or deviations from the contract requirements.

2.1 All shop drawings and data, after final processing by the Engineer, shall become a part of the contract documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the Owner or the Engineer.

K. CONTRACTOR QUALITY CONTROL NJSP-15-42

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a

minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

4.0 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

L. ADA COMPLIANT MOVEABLE BARRICADE

1.0 Description. This work shall consist of providing moveable barricades to satisfy the requirements of the pedestrian traffic control plans as shown in the bidding documents. The contractor will be responsible for moving the pedestrian barricades to coincide with their planned order of work.

2.0 Construction Requirements. The contractor shall use a movable barricade that meets the requirements as established by the ADA. The pedestrian barricades shall be of self-supporting type having a minimum length of 6 feet per unit. The face of the barricade shall not extend into adjacent sidewalk considered open for pedestrian use. The contractor will be responsible for setting and maintaining the pedestrian barricades until all of the proposed improvements have been constructed.

3.0 Method of Measurement. Measurement for ADA Compliant Moveable Barricade will be made per
each for each 6 feet (min.) unit provided.

4.0 Basis of Payment. Payment for all work necessary to fulfill the requirements noted above shall be
considered completely covered in the contract unit price for:

6169902, ADA Compliant Moveable Barricade, per each.

No direct payment will be made for any necessary relocation of the ADA compliant barricade.

M. TREE ROOT PRUNING

1.0 Description. This work shall consist of mitigating damage to structural tree roots by pruning, if encountered during excavation.

2.0 Structural Root Zones. If the structural zone of any tree roots is encountered during excavation, the contractor shall immediately stop excavation activities which impact structural roots, or as required by the engineer. If structural tree roots are encountered, the contractor shall immediately contact the City Tree Commission to confirm the structural root zone prior to proceeding.

2.1 Tree Root Removal. The contractor shall limit long-term impacts to the tree and structural root zone by hand digging around structural roots to expose root approximately 3 feet beyond the limits of disturbance. Structural roots shall be removed by method of pruning/sawing roots with a smooth edge, per the City of Independence's standards. For clarification on removal methods, the contractor shall contact the City Tree Commission.

3.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim or basis for any claim or suit whatsoever, resulting in compliance with this provision.

N. GATE

1.0 Description. This work shall consist of furnishing labor, equipment, materials, and incidentals necessary to install a galvanized steel driveway gate at the locations shown on the plans or as directed by the Engineer. The gate shall be installed to control unauthorized vehicular access while maintaining durability and proper alignment.

This work shall be performed in accordance with this Job Special Provision and applicable provisions of the Missouri Standard Specifications for Highway Construction, latest edition, except as modified herein.

The gate shall be a galvanized steel driveway gate, green finish, 5 ft nominal width and 2.33 ft height, constructed of galvanized steel with factory-applied green coating and capable of accommodating a chain or padlock. Basis of design shall be Lowe's Model #550015 or Engineer-approved equal.

Posts shall be provided by the Contractor and shall consist of either treated wood posts minimum 6 in. by 6 in., or steel pipe posts minimum 3 in. outside diameter, Schedule 40.

Concrete used for post installation shall meet the requirements of Section 501 and shall be Class B or Class C unless otherwise approved by the Engineer.

2.0 Construction Requirements. Posts shall be set plumb, aligned, and embedded not less than 36 inches below finished grade. Concrete shall be placed, consolidated, and allowed to cure prior to gate installation.

2.1 The gate shall be installed in accordance with manufacturer's recommendations, adjusted to swing freely, and positioned so as not to encroach on the traveled way unless otherwise approved.

2.2 Damaged coatings shall be repaired using zinc-rich paint, and the site shall be restored to a neat and workmanlike condition.

2.3 All removals required to be performed under this provision will require saw-cutting a neat/clean edge along the removal lines at no direct pay, unless otherwise provided for in the contract. Damaged coatings shall be repaired using zinc-rich paint, and the site shall be restored to a neat and workmanlike condition.

2.4 The Engineer will inspect the completed installation for compliance with this provision. Any deficiencies shall be corrected at no additional cost to the Commission.

3.0 Method of Measurement. Measurement of Installation of Gate will be measured per each, complete in place, including posts, concrete, hardware, and all incidentals necessary for a complete and functional installation.

4.0 Basis of Payment. The accepted quantities of Gate will be paid for at the contract unit price per each and shall include all materials, labor, equipment, and incidentals necessary to complete the work.

4.1 Payment shall include, but not be limited to: gate assembly; posts and concrete; hardware and fasteners; and labor, tools and equipment.

O. PULL BOX ADJUSTMENT

1.0 Description. This work covers the adjusting of in-ground castings and lids to grade.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 604.20, dated July 1, 2025, or as approved by the engineer.

Contractor shall coordinate with utility owners prior to adjusting any utility structure's casting or lid.

3.0 Method of Measurement.

3.1 Measurement of Adjusting Casting to Grade shall be per each unit complete in place.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

P. 12 INCH THERMAL MOLDED DRAINAGE BASIN

1.0 Description. This work shall consist of furnishing all labor, equipment, materials, and incidentals necessary to install Thermal Molded inline drains as shown on the plans or as directed by the Engineer. The work includes excavation, bedding, pipe connections, setting of inline drain structures, backfilling, surface restoration, and testing as necessary to provide a complete and functional drainage system.

All work shall be performed in accordance with this Job Special Provision and the Missouri Standard Specifications for Highway Construction, latest edition, except as modified herein.

Inline drains shall be injection-molded PVC structures specifically designed for stormwater conveyance systems, capable of providing a watertight, soil-tight connection to corrugated polyethylene (HDPE) or PVC drainage pipe. Inline drains shall meet the following requirements:

- Manufactured from polyvinyl chloride (PVC)
- Compatible with single-wall or dual-wall corrugated HDPE pipe
- Adjustable to match specified pipe diameters, slopes, and angles
- Structurally designed for vehicular loading when installed per manufacturer recommendations
- Capable of receiving grates, solid covers, or curb inlets as shown on the plans

Basis of Design:

Nyloplast® Inline Drain as manufactured by Advanced Drainage Systems (ADS), or Engineer-approved equal.

Pipe material connected to inline drains shall conform to Section 603 – Corrugated Polyethylene Pipe or Section 610 – Polyvinyl Chloride (PVC) Pipe of the MoDOT Standard Specifications unless otherwise specified. Pipe size, type, and class shall be as shown on the plans.

Granular material used for bedding and backfill shall meet the requirements of Section 1007 and shall be free of organic material, debris, or frozen lumps. Concrete used for collars, pads, or encasement (if required by plan details) shall conform to Section 501 and shall be Class B or Class C unless otherwise approved by the Engineer.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans dated July 1, 2024, or as approved by the engineer.

2.1 Excavation

Excavation shall be performed in accordance with **Section 206**. Trenches shall be excavated to allow proper placement of bedding material, inline drains, and connecting pipe while maintaining required grades and alignments.

Excavation shall be kept free of standing water prior to placement of bedding and structures.

2.2 Bedding

A uniform bedding layer shall be placed beneath inline drains and pipe in accordance with pipe manufacturer recommendations and MoDOT requirements. Bedding shall be shaped to provide full, continuous support.

2.3 Installation of Inline Drains

Inline drains shall be installed as follows:

- Structures shall be set plumb and at the elevations shown on the plans or as directed by the Engineer.
- Pipe connections shall be formed using factory-recommended cutting and fitting methods to ensure a watertight seal.
- Inline drains shall be aligned to match pipe slope and direction without inducing stress in the structure or pipe.
- Grates or covers shall be set flush with the finished grade or pavement surface unless otherwise specified.

No deviation from manufacturer installation requirements shall be permitted without Engineer approval.

2.4 Backfilling

Backfill shall be placed in layers not exceeding 8 inches and compacted in accordance with Section 203. Care shall be taken to prevent displacement or damage to inline drains or connected pipe during backfilling operations.

3.5 Surface Restoration

Pavement, shoulders, ditches, slopes, and other disturbed areas shall be restored to original or better condition in accordance with the applicable MoDOT specifications.

3.6 Quality Control and Acceptance

The Engineer will inspect the installation for:

- Proper alignment and elevation
- Watertight pipe-to-structure connections
- Structural integrity of the inline drain
- Compliance with this Job Special Provision

Any work found to be deficient shall be corrected at no additional cost to the Commission

3.0 Method of Measurement. Measurement of thermal molded inline drains will be measured per each, complete in place, including structure, pipe connections, excavation, bedding, and backfill.

4.0 Basis of Payment. Payment for Thermal Molded Inline Drain, Installed will be made at the contract unit price per each, complete in place.

Payment shall include all materials, labor, equipment, and incidentals necessary to complete the work. No additional compensation will be allowed for work incidental to this item.

Q. CURB WALL

1.0 Description. This work covers the construction and installation of curb wall as detailed and noted in the plans.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 609, dated July 1, 2024, or as approved by the engineer.

3.0 Method of Measurement.

3.1 Measurement of Curb Wall shall be per linear foot of wall, complete in place.

4.0 Basis of Payment. The contract unit price per linear foot installed shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

R. HYDROSEEDING

1.0 Description. This work covers furnishing all labor, materials and equipment necessary for complete installation of hydroseeding, in accordance with the Standard Drawings, the specifications and Special Provisions. Seed and fertilizer, mixed in proportions specified in the MoDOT Standard Specifications, may be broadcast in a hydromulch with water which forms an emulsion and covers the prepared designated areas in a uniform manner.

1.1 Materials. Areas to be hydroseeded shall be fertilized at rates specified per Missouri Department of Transportation Standard Specifications and Plans Section 801, dated July 1, 2024. The seed-bed shall be free of any irregularities in the surface, and shall be corrected to prevent formation of water pockets. Hydromulch used shall be a wood fiber mulch with tackifier, such as Conwit 2000, or approved equivalent. Hydromulch shall be applied at the rate of 1500 lbs. per acre.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Sections 801, 802 and 805, dated July 1, 2024, or as approved by the engineer.

- A. Seed and fertilizer, mixed in proportions previously specified, may be broadcast in a hydromulch with water which forms an emulsion and covers the prepared designated areas in a uniform manner.
- B. Areas to be hydroseeded shall be fertilized at rates specified in Section 2406.3. The seed-bed shall be free of any irregularities in the surface, and shall be corrected to prevent formation of water pockets.
- C. Hydromulch used shall be a wood fiber mulch with tackifier, such as Conwit 2000, or approved equivalent. Hydromulch shall be applied at the rate of 1500 lbs. per acre.
- D. Hydroseeder filling tank should be 1/2 full of water before adding seed, fertilizer and hydromulch components. Begin agitation while adding remaining water so that a uniform mixture is obtained. Seed, fertilizer and hydromulch components shall not be added to water more than four (4) hours prior to application.
- E. Discharge hydromulch slurry mix on prepared soil for uniform distribution.
- F. Keep all areas seeded moist throughout germination period. Protect all turf areas by erecting temporary fences, barriers, signs, etc. as necessary to prevent trampling and disturbance.
- G. The seeded areas will be inspected for acceptable grass coverage and will be acceptable when grasses designated are growing and are in good condition and no area more than 1/2 of one percent of the total areas shall be bare, of which no single area shall be more

than one foot square in area. Any bare area larger than this will not be acceptable and shall be reseeded.

- H. Contractor shall provide a minimum of one watering after planting to establish the cover crop.
- I. Cover crop shall provide 70% cover within 21 days of seeding.
- J. Contractor shall guarantee that seeded areas will have 80% cover within two full growing seasons.
- K. Contractor shall allow one application of selective herbicides in the spring to control weeds.
- L. Care must be taken to comply with manufacturers labels.

3.0 Method of Measurement.

3.1 Measurement of Hydroseeding shall be per square yard of hydroseeding, complete in place.

4.0 Basis of Payment. The contract unit price per square yard installed shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

S. WATER FACILITY ADJUSTMENT

1.0 Description. This work covers the adjusting of in-ground water valve and water meter castings and lids to grade.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 603, dated July 1, 2025, or as approved by the engineer.

Contractor shall coordinate with utility owners prior to adjusting any utility structure's casting or lid.

3.0 Method of Measurement.

3.1 Measurement of Water Facility Adjustment shall be per each unit complete in place.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

T. RETAINAGE

1.0 Description. This work covers the handling of retainage payment.

In accordance with the Missouri Prompt Pay Act(34.057 RsMo), the owner may withhold payment for any reason outlined in RsMO 34.057, or as determined by the engineer.

U. LUMP SUM ITEMS

1.0 Description. In accordance with the Missouri Prompt Pay Act(34.057 RsMo), the owner may withhold payment for any reason outlined in RsMO 34.057, or as determined by the engineer.

2.0 Construction Requirements. Per the 2025 Missouri Department of Transportation Standard Specifications for Highway Construction, the following lump sum items shall be constructed to the requirements in the sections noted below.

- Mobilization – 618
- Removal of Improvements – 202.30
- Contractor Furnished Surveying & Staking - 627

V. 4 INCH ASPHALT SURFACE COURSE (APWA TYPE 3-01)

1.0 Description. This work governs the furnishing of all labor, materials, and equipment for the construction of asphalt concrete surface as shown on the Plans.

2.0 Construction Requirements.

2.1 Construction shall be in accordance with the American Public Works Association (APWA) Kansas City Metro standard specifications section 2205, current version, or as approved by the engineer.

3.0 Method of Measurement.

3.1 Measurement of 4 Inch Asphalt Surface Course (APWA Type 3-01) shall be per square yard of unit complete in place.

4.0 Basis of Payment. The contract unit price per square yard shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

W. 5 INCH PCC

1.0 Description. This work shall consist of constructing a Portland cement concrete base or pavement, as specified, shown on the plans or directed by the Engineer.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 502, dated July 1, 2025, or as approved by the engineer.

3.0 Method of Measurement.

3.1 Measurement of 5 Inch PCC shall be per square yard of material complete in place.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work per the Missouri Department of Transportation Standard Specifications and Plans Section 502.15, dated July 1, 2025.

X. CURB AND GUTTER (CG-1)

1.0 Description. This work shall consist of constructing a Portland cement concrete curb and gutter as specified, as shown on the plans, or directed by the Engineer.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 609.10, dated July 1, 2025, or as approved by the engineer.

3.0 Method of Measurement.

3.1 Measurement of Curb and Gutter (CG-1) shall be per each unit complete in place.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

Y. STRAIGHT CURB (TYPE C-1)

1.0 Description. This work shall consist of constructing a Portland cement concrete curb as specified, as shown on the plans, or directed by the Engineer.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 609.10, dated July 1, 2025, or as approved by the engineer.

3.0 Method of Measurement.

3.1 Measurement of Straight Curb (Type C-1) shall be per each unit complete in place.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

Z. 4' X 6' CURB INLET

1.0 Description. This work shall consist of furnishing and installing a curb inlet as shown on the plans.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 731, dated July 1, 2025, or as approved by the engineer.

3.0 Method of Measurement.

3.1 Measurement of 4' x 6' Curb Inlet shall be per each unit complete in place.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

AA. INLET CHECK

1.0 Description. This work shall consist of furnishing and installing an inlet check around field/area/drop inlets as shown on the plans.

2.0 Construction Requirements. Construction shall be in accordance with the Missouri Department of Transportation Standard Specifications and Plans Section 806.30, dated July 1, 2025, or as approved by the engineer.

The Contractor shall wrap the sock (similar to those used for curb inlet checks per Section 806.30.2.4) around the entire inlet casting, using a stake or other method to hold the corners and ends in place and providing no gap in the sock coverage.

3.0 Method of Measurement.

3.1 Measurement of Inlet Check shall be per each unit complete in place.

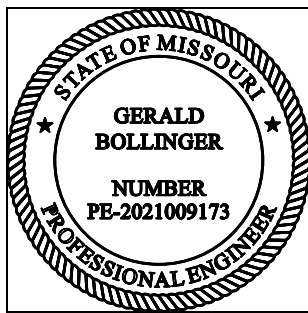
4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work.

BB. TEMPORARY TRAFFIC SIGNAL

- 1.0 Description.** This work will include furnishing, installing, maintaining, relocating, adjusting, and removing temporary traffic signals to facilitate one lane, two-way operations as shown on the plans. The contractor will be responsible for providing power to the temporary signals. If existing power supply is not available at the location, the contractor shall make any necessary arrangements to provide power to the temporary signals.
- 2.0 Material and Construction Requirements.** The material and construction requirements shall conform to Sec 902, except as modified herein:
- 2.1 Timing.** The temporary traffic signal shall be pretimed with a sufficient cycle length and phasing plan to allow traffic from one direction to clear prior to the opposing direction being provided a green indication.
- 2.2 Signing.** The contractor shall furnish and install all required signal signing.
- 3.0 Method of Measurement.** Measurement for furnishing, installing, modifying and operating temporary traffic signals during all construction stages shall be per lump sum.
- 4.0 Basis of Payment.** Accepted temporary traffic signals will be paid for at the contract unit price per Lump Sum.
- 4.1** No direct payment will be made for guys, signal heads, poles, mast arms, span wires, controller modifications, wiring, conduit, junction boxes on poles, hardware, or any other item for which separate payment is not provided.

GENERAL NOTES

1. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF GRAIN VALLEY) AND ONE (1) COPY OF THE APPROVED CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
2. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF DRAWINGS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE CITY IS NOTIFIED OF SUCH INTENT, AND ALL REQUIRED AND PROPERLY EXECUTED BONDS, PERMIT FEES AND OTHER AGENCY PERMITS ARE RECEIVED AND APPROVED BY THE CITY.
3. THE CITY OF GRAIN VALLEY PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF GRAIN VALLEY CRITERIA AND THE CITY CODE. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OR DIMENSIONS AND ELEVATIONS, WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF GRAIN VALLEY THROUGH APPROVAL OF THIS DOCUMENT ASSUMES NO RESPONSIBILITY OTHER THAN THAT AS STATED ABOVE FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
4. DEVELOPMENT PLANS ARE APPROVED INITIALLY FOR ONE (1) YEAR AFTER WHICH THEY AUTOMATICALLY BECOME VOID AND MUST BE UPDATED AND RE-APPROVED BY THE CITY ENGINEER BEFORE ANY CONSTRUCTION WILL BE PERMITTED.
5. ALL CONSTRUCTION MATERIALS AND METHODS USED SHALL COMPLY WITH THE CURRENT CITY OF GRAIN VALLEY STANDARDS AND CONSTRUCTION SPECIFICATIONS AND THE 2025 MISSOURI STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION.
6. ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF GRAIN VALLEY. THE CITY OF GRAIN VALLEY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY STANDARDS AND TECHNICAL SPECIFICATIONS.
7. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE ACCURACY OF ALL MEASUREMENTS PRIOR TO CONSTRUCTION OF ANY PERMANENT STRUCTURE.
8. THE CONTRACTOR SHALL NOTIFY THE CITY OF GRAIN VALLEY ENGINEERING SERVICES DEPARTMENT FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION.
9. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE AND WITH IMMEDIATE NOTICE TO THE CITY PRIOR TO REPAIR OR REPLACEMENT.
10. CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT PRIOR APPROVAL BY THE CITY.
11. BY USE OF THESE PLANS THE CONTRACTOR AGREES THAT HE SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS AND THE PUBLIC.
12. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES IN THE PLANS.
13. ALL FILL AREAS INDICATED SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY AT +/-2% OPTIMUM MOISTURE CONTENT. DOCUMENTATION SHALL BE PROVIDED AND APPROVED BY THE CITY.
14. ALL DITCH LINES WITHIN THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY AT +/- 2% OPTIMUM MOISTURE CONTENT. DOCUMENTATION SHALL BE PROVIDED AND APPROVED BY THE CITY.
15. EXCAVATION AND THE REMOVAL OF EXISTING PAVING AND CURBS MAY NOT BE WASTED ON SITE AND IS TO BE HAULED OFF BY THE CONTRACTOR. CONTRACTOR TO BE RESPONSIBLE FOR THE DISPOSAL OF EXCESS MATERIALS.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTROL EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE SODDED OR SEEDDED IF APPROVED BY CITY UNLESS OTHERWISE NOTED ON THE PLANS.
- ~~17. RELOCATION OF ANY WATER LINE, SEWER LINE OR SERVICE LINE THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS EXPENSE AND WITH PRIOR NOTICE TO THE CITY.~~
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND/OR TEMPORARY MOUNTING AND REPLACEMENT OF ALL EXISTING STREET MARKER SIGNS, STOP SIGNS, SPEED LIMIT AND OTHER TRAFFIC CONTROL SIGNS AFFECTED BY CONSTRUCTION WITH PRIOR NOTICE TO THE CITY.
19. STORM SEWER PIPE UNDER STREETS SHALL BE REINFORCED CONCRETE PIPE WITH HDPE AS A POTENTIAL ALTERNATIVE AT THE DISCRETION OF THE CITY.
20. ALL PROPOSED AND EXISTING STREET CROSSINGS SHALL BE TAMPED GRANULAR BACKFILL (TYPE 3) FROM THE BOTTOM OF THE TRENCH TO A POINT THAT IS 15" BELOW THE FINISHED GRADE OF THE STREET. ALL EXISTING STREET CROSSINGS SHALL BE FILLED WITH FLOWABLE FILL PER DETAIL STR-011.
21. PIPES THAT ARE TO BE ENCASED AND OR ANCHORED WITH CONCRETE, THE TRENCH LINE IS TO REMAIN OPEN UNTIL THE CONCRETE HAS REACHED 2000 PSI OR 7 DAYS, WHICHEVER COMES FIRST.
22. THE LOCATION OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL EXITING UTILITIES.
23. CONTRACTOR SHALL SUBMIT ALL ASPHALTIC CONCRETE AND PCC MIX DESIGNS TO THE CITY OF GRAIN VALLEY FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.
24. THE CONTRACTOR SHALL MAINTAIN SAFE ACCESS TO ALL RESIDENCES AND BUSINESSES DURING ALL PHASES OF CONSTRUCTION.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING PIPE LENGTHS, DIAMETERS, MATERIAL TYPES AND WALL THICKNESS PRIOR TO BIDDING AND ORDERING MATERIALS FOR PIPE EXTENSIONS.
26. CONTRACTOR SHALL VERIFY THE EXISTING FLOWLINE ELEVATION TO SET THE APPROPRIATE SUMP DEPTH.
27. ALL ROADWAY PAVEMENT MARKINGS, BIKE LANE PAVEMENT MARKINGS, BIKE LANE SIGNS, AND CONSTRUCTION SIGNS SHALL BE IN ACCORDANCE WITH THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ANY SUPPLEMENTS THEREAFTER.
28. THE HYDRAULIC CAPACITY OF ALL INLETS MUST BE MAINTAINED DURING AND AFTER CONSTRUCTION OPERATIONS UNLESS OTHERWISE DIRECTED.
29. INLET PROTECTION MUST HAVE AN OVERFLOW, BE MAINTAINABLE WITHOUT DROPPING COLLECTED SEDIMENT AND OTHER POLLUTANTS INTO THE STORM SEWER AND NOT IMPEDE ACTIVE TRAFFIC.
30. CONSTRUCTION POLLUTION PREVENTION CONTROLS SUCH AS EROSION CONTROL, SEDIMENT CONTROL, AND STREAM DIVERSIONS OR PUMP AROUNDS ARE REQUIRED TO PROTECT THE STORM SEWERS AND WATER BODIES FROM POLLUTANTS DURING ALL PHASES OF CONSTRUCTION.
31. NEW INLET CASTINGS SHALL HAVE THE WORDS "GRAIN VALLEY STORM SEWER" CAST IN RAISED OR RECESSED LETTERS AT A MINIMUM OF 1 1/2" IN HEIGHT.
32. THERE SHALL BE NO DIRECT PAYMENT FOR SAW CUTS. THESE CUTS SHALL BE INCLUDED IN THE COST OF OTHER ITEMS.



Gerald T. Bollinger

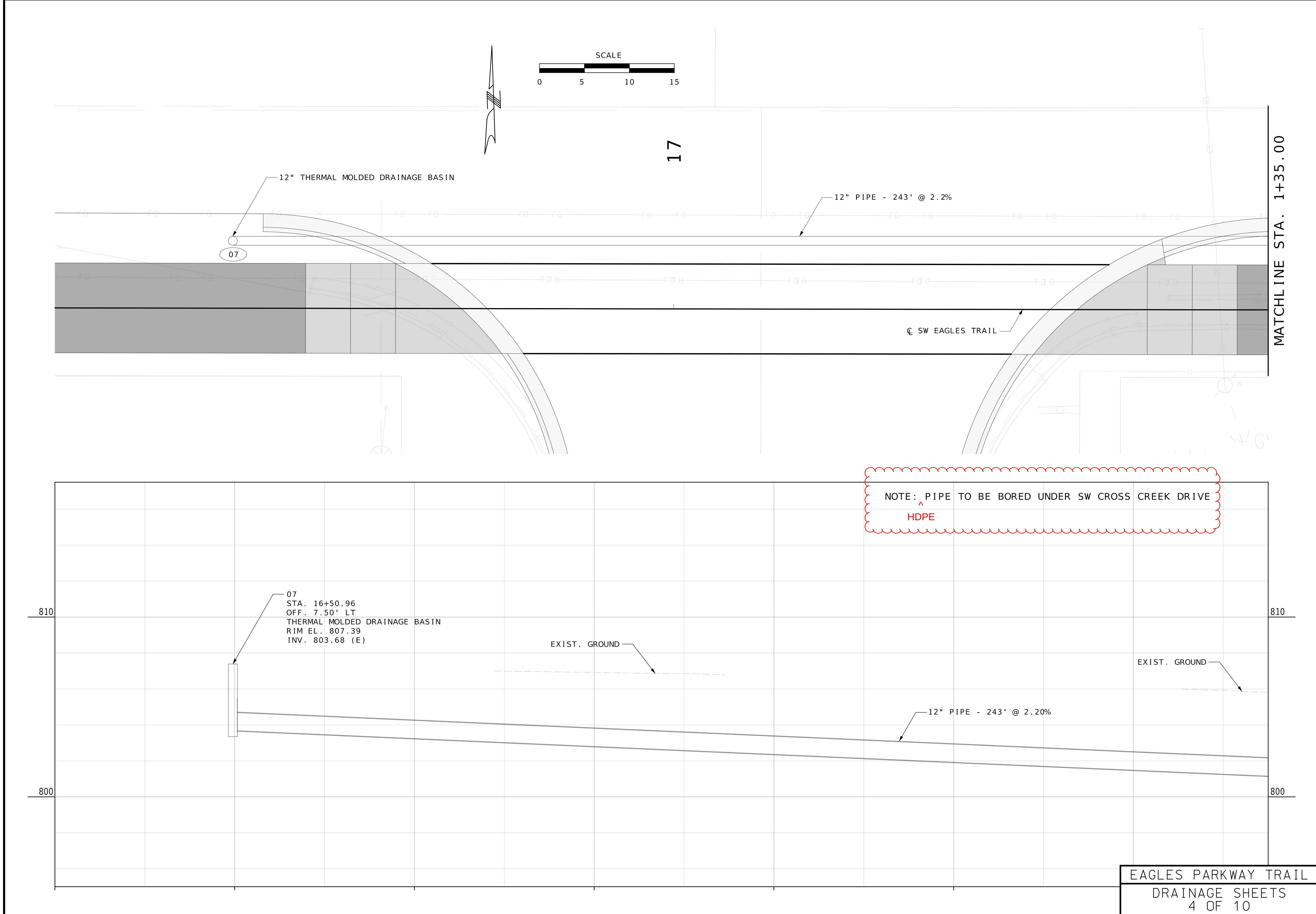
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ROUTE	STATE MO
DISTRICT	SHEET NO. 3
COUNTY JACKSON	
JOB NO. 22005100-07	
CONTRACT ID. TAP-3456402	
PROJECT NO.	
BRIDGE NO.	

DATE	DESCRIPTION

CITY OF GRAIN VALLEY

711 MAIN STREET
GRAIN VALLEY, MO 64029
816-847-6200

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DISTRICT	SHEET NO. 40
COUNTY JACKSON	
JOB NO. 22005100-07	
CONTRACT ID. TAP-3456402	
PROJECT NO.	

BRIDGE NO.

DATE	DESCRIPTION

CITY OF GRAIN VALLEY

GRAIN VALLEY
MISSOURI

711 MAIN STREET
GRAIN VALLEY, MO 64029
816-847-6200

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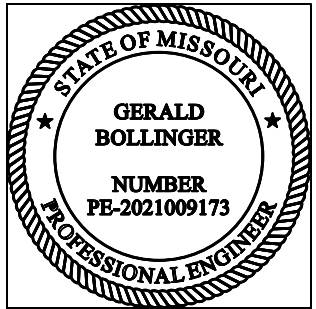
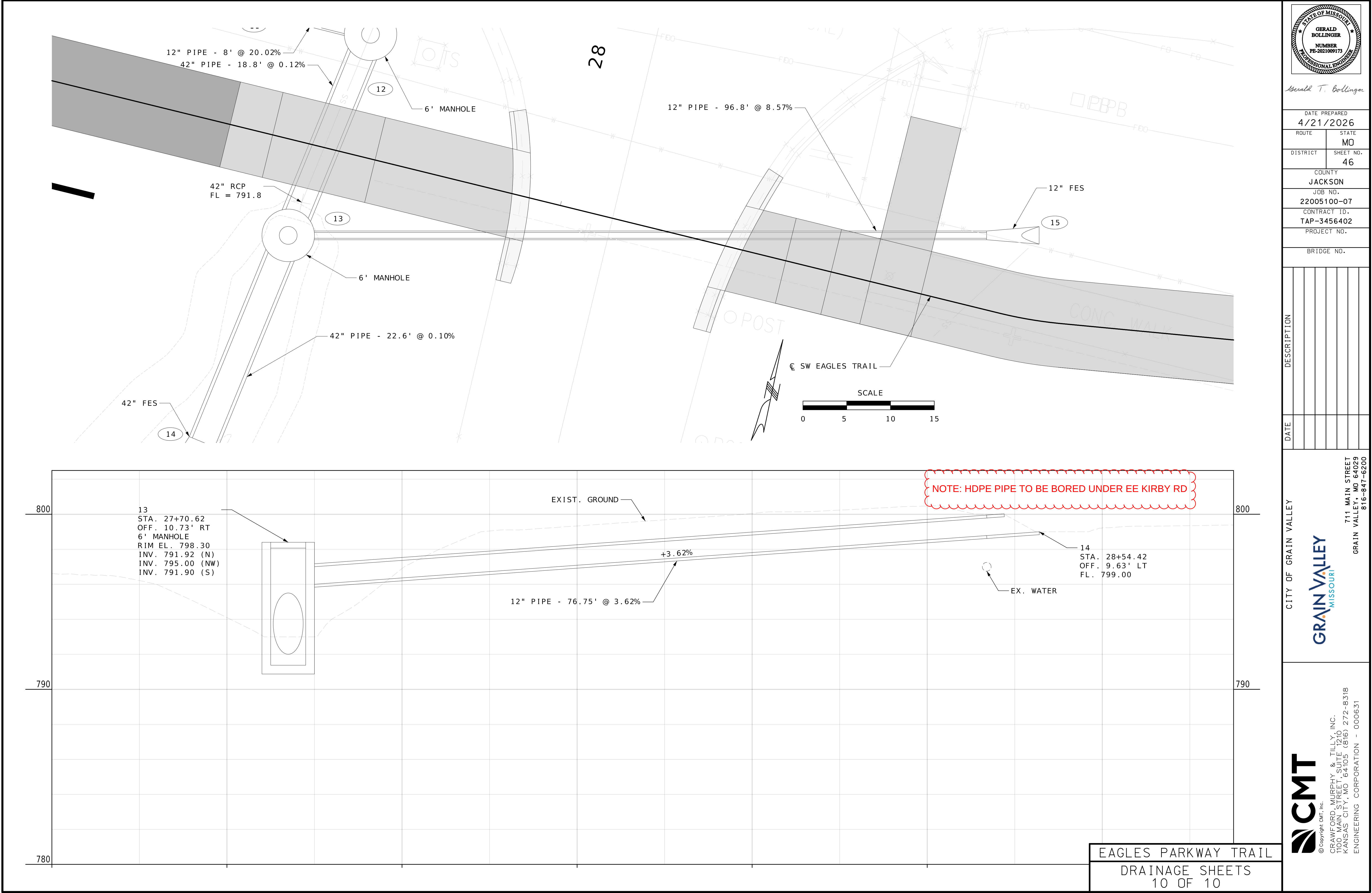
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4/21/2026

ROUTE
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DISTRICT
SHEET NO.
46

COUNTY
JACKSON

JOB NO.
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CONTRACT ID.
TAP-3456402

PROJECT NO.

BRIDGE NO.

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CITY OF GRAIN VALLEY

GRAIN VALLEY MISSOURI

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