


Job No.: J5S3230
 Route: E/M
 County: Cole

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J5S3230 COLE COUNTY, MO DATE PREPARED: October 4, 2019
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02E

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2019 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

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

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

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Notice to Proceed: February 3, 2020
Completion Date: November 1, 2020

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
J5S3230	107	\$2300

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1000** 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 above specified completion date or calendar days.

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

C. Work Zone Traffic Management

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:

12:00 noon July 2, 2020 – 10:00 p.m. July 5, 2020
12:00 noon July 2, 2021 – 6:00 a.m. July 6, 2021
12:00 noon July 1, 2022 – 6:00 a.m. July 5, 2022

3.2 The contractor shall not perform any construction operation on the roadway, 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 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Time Restriction for ADA Work

1.0 To minimize the impact to the school crossing while the Saint Francis Xavier School is in session, the contractor will only be allowed to construct the ADA improvements at the school crossing between June 1, 2020 to July 31, 2020.

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

E. Utilities

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

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<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Ameren Missouri Electric Contact: Tammy Kolb 573-681-7515 tkolb@ameren.com	None	Electric
Ameren Missouri Gas Contact: Brian Robinson 573-931-7688 brobinson@ameren.com	None	Gas
AT&T Distribution Contact: Andy Erickson 314-223-2966 ae4137@att.com	None	Communications
Central Electric Power Coop Contact: Spencer Hoskins 573-761-2857 shoskins@cepc.net	None	Electric
Centurylink Contact: Tonjia Baldwin 573-415-6308 tonjia.baldwin@centurylink.com	None	Communications
City of Taos Contact: Gerard Forck 573-694-1001 gforck@gmail.com	None	Sewer
Cole County PWSD 2 Contact: Randy Kay 573-635-7011 pwsd2@socket.net	None – 2.0	Water
Cole County PWSD 4 Contact: Will Humphrey 573-395-4578 will@colepwsd4.com	None	Water
Level 3 Now Centurylink Contact: Robert LaFave 573-808-1551 robert.lafave@centurylink.com	None	Communications

Missouri American Water Co. Contact: Scott Brewer 573-262-7062 scott.brewer@amwater.com	None	Water, Sewer
MoDOT Signals and Lighting Contact: Jason Morff 573-526-3207 jason.morff@modot.mo.gov	None	Electric
Sho-Me Technologies Contact: Brad Baker 417-818-4778 bbaker@shometech.com	None	Communications
Suddenlink Communications Contact: Tim Goerlitz 816-248-6671 timothy.goerlitz@suddenlink.com	None	Communications
Three Rivers Electric Cooperative Contact: Ted Neuner 573-644-9022 tneuner@threeiverselectric.com	None	Electric

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

1.2 Various utilities listed above have overhead lines in the project limits in the vicinity of the Contractor's work. The Contractor shall use caution when working near any overhead lines and shall contact the utility companies at least two (2) weeks in advance if line protection is necessary. The Contractor shall be responsible for any damage to the overhead lines. There will be no direct pay for compliance to the above specification.

1.3 The Contractor shall be aware there are numerous utilities present along the route in this contract. There may be underground utilities that run parallel or cross the route that are in close proximity to the sign work locations. If utility facilities are found and discovered, the engineer will select an alternate location for the sign. If utility relocation is deemed necessary by the engineer and a delay is encountered, the contract time will be adjusted accordingly. There will be no direct pay for complying with this provision.

2.0 Cole County PWSD 2 has a waterline crossing and parallel to Route E in the vicinity of the Type 2 Rock Blanket construction. The contractor shall pothole the waterline in the vicinity of

the Contractor's work as directed by the engineer. No direct payment will be made for compliance to this specification.

F. Emergency Provisions and Incident Management

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from 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 area engineer's office shall also be notified when the contractor requests emergency assistance.

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

Missouri Highway Patrol 800-525-5555 (*55 Cell)
Cole County Sheriff: 573-634-9160
Cole County Ambulance: 573-634-9205
Cole County Fire Protection District: 573-634-9011

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

2.2 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.

G. Project Contact for Contractor/Bidder Questions

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

Mia Peters, Project Contact
MoDOT - Central District
1511 Missouri Blvd., P.O. Box 718
Jefferson City, MO 65102

Telephone Number: 573-751-7690
Email: Maria.Peters@modot.mo.gov

All questions concerning the bid document preparation can be directed to the Central Office – Design at (573) 751-2876.

H. Optional Shoulder JSP-13-03

1.0 The bid item for the shoulder material is for the bituminous asphalt option, however, a Concrete Shoulder option is allowed as shown on the typical section and as specified herein.

1.1 Should the contractor choose to construct the Concrete Shoulder option, notification should be given to the engineer in advance of the work so that a change order can be issued to facilitate payment of the Concrete Shoulder with a contingent item as specified herein.

1.2 For the Concrete Shoulder option, a zero-cost change order will be issued to deduct the theoretical tonnage of asphalt mixture necessary to construct the shoulder, and a contingent item for the total volume of Concrete Shoulder will be added to the change order. The engineer will determine the theoretical tonnage of asphalt and the total cubic yards of Concrete Shoulder. No additional payment will be made for a Concrete Shoulder rumble strip.

1.3 The theoretical tonnage of asphalt will be determined by converting the theoretical volume to weight using a factor of 1.98 tons/cubic yard. The theoretical volume is the total amount of asphalt material needed to construct the shoulder and Safety Edgesm, according to the typical section.

1.4 The tonnage will be deducted from the contract and replaced with the computed volume of Concrete Shoulder (cubic yards). The contingent item for Concrete Shoulder would include both providing and placing the Concrete Shoulder. The total price for the concrete shoulder will be equivalent to the computed total price of the theoretical tonnage of asphalt mixture necessary to construct the shoulder. A unit price will be determined by dividing the total concrete price by the total computed concrete volume.

2.0 Construction Requirements. Concrete Shoulder shall meet the applicable requirements of Sec 502. Roller Compacted concrete is an allowable option for the Concrete Shoulder.

3.0 Method of Measurement. For the Concrete Shoulder option, measurement shall be made per cubic yard.

4.0 Basis of Payment. For the Concrete Shoulder option, the accepted quantity of Concrete Shoulder will be paid for at the established unit price. The Concrete Shoulder rumble strip will be paid for at the unit price bid for the bituminous shoulder rumble strip.

I. Modified Linear Grading Class 2

1.0 Description. Modified Linear Grading, Class 2 shall consist of preparing the shoulder subgrade by excavating, compacting, fine-grading, and shaping existing shoulder and ditch fore-slope, conforming to the typical section shown on the plans. It may also be necessary to haul material and involve work on high banks, side hills, and rock outcroppings. Modified Linear Grading Class 2 shall also consist of hauling embankment material to the project or obtaining embankment material from the right of way as approved by the engineer to accommodate the 2 foot shoulder widening and inslope as shown in the plans.

2.0 Construction Requirements. Embankment construction shall be in accordance with applicable requirements of Section 203 or similar methods approved by the engineer in order to

produce a stabilized roadway embankment. The shoulder shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade and fore-slope, except where new embankment or rock fill is required. Embankment and subgrade density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the engineer. Subgrade preparation and compaction shall also be in accordance with Sections 209 and 210.

2.1 Following placement of the shoulder pavement, the shaping of the fore-slope shall be done as shown on the typical section.

2.2 All ditches shall maintain existing flow direction and provide adequate capacity for drainage, as approved by the engineer. All ditches shall use existing drainage structures unless shown otherwise in the project documents. Slopes can be steepened if necessary to use existing drainage structures as approved by the engineer.

2.3 It may be necessary to go outside the limits of the right of way to obtain additional material or to dispose of excess material. All costs for providing additional material or disposing of excess material shall be included in MODIFIED LINEAR GRADING, CLASS 2.

2.4 For areas where it is required to haul embankment material to the project to accommodate the 3 foot shoulder widening and inslope, the top 6 inches of embankment material shall be Class A material in areas where the adjacent property owners mow and/or maintain the right of way. The Class A material shall be free of rocks and other materials undesirable for growing grass.

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

3.0 Method of Measurement. Final measurement will not be made except where appreciable errors are found in the contract quantity.

3.1 Where required, measurement will be made to the nearest 1/10 Station for the length of the shoulder along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest Station for the sum of all segments.

3.2 If material is encountered that may be classified as other than Class A Excavation as described in Sec 203.2.1, the limits of linear grading will not be underrun. Material classified as other than Class A Excavation will be measured and paid for per cubic yard in accordance with Sec 203.8. Where undergrading is necessary, backfilling of the undergraded area will be considered as part of the linear grading operation.

4.0 Basis of Payment. Payment for MODIFIED LINEAR GRADING, CLASS 2 as described in this provision will be made at the contract unit price for pay item 207-99.09 MODIFIED LINEAR GRADING, CLASS 2, Stations.

J. Temporary Erosion Control

1.0 Description. Erosion control measures on this project shall be in accordance with Sec 806. No erosion control plans were developed for this project. The contractor is given an assumed amount of erosion control as 1,000 linear feet per mile of silt fence, 300 linear feet of rock ditch checks per mile, 20 linear feet of alternate ditch checks per mile, and 10 cubic yard of sediment traps per mile.

2.0 Construction Requirements. Prior to beginning construction, the contractor shall meet with the engineer to plan and develop an erosion control plan for this project using the erosion control devices included in the contract. Any revision of the erosion control plan shall be approved by the engineer in writing.

2.1 The finishing grading and permanent seeding shall follow closely behind the final shoulder paving. All disturbed areas shall be permanently seeded within two weeks once the adjacent section of shoulder is paved.

2.2 The existing strip of vegetation between the right of way line and the slope limits is part of the erosion control for this project and is not to be disturbed. If the engineer determines that this strip was disturbed by the contractor's operations, the contractor shall provide the erosion control and permanent seeding at his expense.

3.0 Basis of Payment. Any labor, equipment, time, or materials necessary for temporary erosion control, shall be considered as completely covered by the unit price bid for Items 806-10.16, Sediment Removal, per Cubic Yards, 806-10.19, Silt Fence, per Linear Feet, 806-10.05, Rock Ditch Check, per Linear Feet, 806-10.06, Alternate Ditch Check, per Linear Feet, and 806-10.04, Sediment Trap Rock, per Cubic Yard.

K. Pavement Edge

1.0 Description. The contractor's excavation method of the shoulder material shall provide a clean and vertical edge along the existing pavement.

2.0 Construction Requirements. At the beginning of the excavation of the existing shoulder, the contractor shall demonstrate his excavation method to the engineer for his approval. The operation shall provide a neat and clean vertical line without damaging the existing pavement.

2.1 If the contractor's grading operation is not able to provide a suitable edge for shoulder construction, the engineer may determine a saw cut is necessary. This requirement shall not be considered a change of condition and justification for a claim. There will be no direct payment for the saw cut if necessary.

3.0 Basis of Payment. No direct payment will be made to the contractor for the above requirements. All costs incurred by the contractor for labor, equipment and materials in compliance with the above requirements shall be considered incidental to and completely covered by other items in the contract.

L. Pavement Edge Treatment for Drop Off Conditions

1.0 Description. The contractor shall conduct his grading operations so that there is not a drop off exceeding 2 inches exposed to traffic. Treatment of any edge drop off greater than 2

inches shall be considered incidental to and completely covered by the other items in the contract. There will be no direct payment for Pavement Edge Treatment on this project.

M. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01B

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

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission'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. 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.

N. Mailboxes

1.0 Description. Removal and replacement of mailboxes within the project limits shall be in accordance with Sec 104.10.1 and as directed by the engineer. The contractor will be responsible for furnishing approved supports for postal patron's mailboxes. There will be no direct pay for approved supports, removal and replacement of mailboxes.

O. Removal and Delivery of Existing Signs

1.0 Description. All Commission-owned signs removed from the project shall remain the property of the Commission and shall be disassembled and delivered as specified herein.

2.0 Disassembly and Delivery. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the contractor and delivered to the address below. The contractor shall call the phone number listed below 48 hours prior to delivery and make arrangements for delivery during normal business hours.

Commission's Jefferson City Maintenance Lot
5607 Red Eagle Drive

Jefferson City, MO 65109
Phone: (573) 526-3440

2.1 Signs shall be removed from sign supports and structures prior to delivery. Sign supports and structures shall become the property of the Contractor and removed from the project. Any oversized sign panels shall be disassembled or cut into widths of 8-feet or less with no restriction on length. Signs shall be stacked neatly in bins provided by MoDOT at the delivery site.

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

P. Adjusting Existing Signs

1.0 Description. The contractor's attention is directed to the fact that **290** existing signs (**290** existing sign posts) have been identified which may interfere with construction of the shoulder widening; and/or signs whose final location will be substandard after shoulder widening; shall be removed, salvaged and reinstalled at approximately the same log mile location. It shall be the responsibility of the contractor to verify there are no additional signs to be relocated for this project. The contractor shall restore the existing ground, including the backfilling of any holes. Existing sign posts that are damaged during removal or do not comply with current standards shall be replaced as per standard 903.03BL of the Missouri Standard Plans for Highway Construction. It shall be the responsibility of the contractor to determine how many existing posts require replacement. Signs shall be placed at the standard height and offset from the finished edge of shoulder. New location of signs shall be as approved by the Engineer.

2.0 Basis of Payment. Payment for Adjust Existing Signs including all materials, labor and equipment required to fulfill this provision will be paid for at the contract lump sum price for pay item 903-99.01, "Adjust Existing Signs", per lump sum. There will be no additional funds provided for additional signs found, which are not located on the plans. The contractor is advised to bid accordingly.

Q. Pavement Marking Log

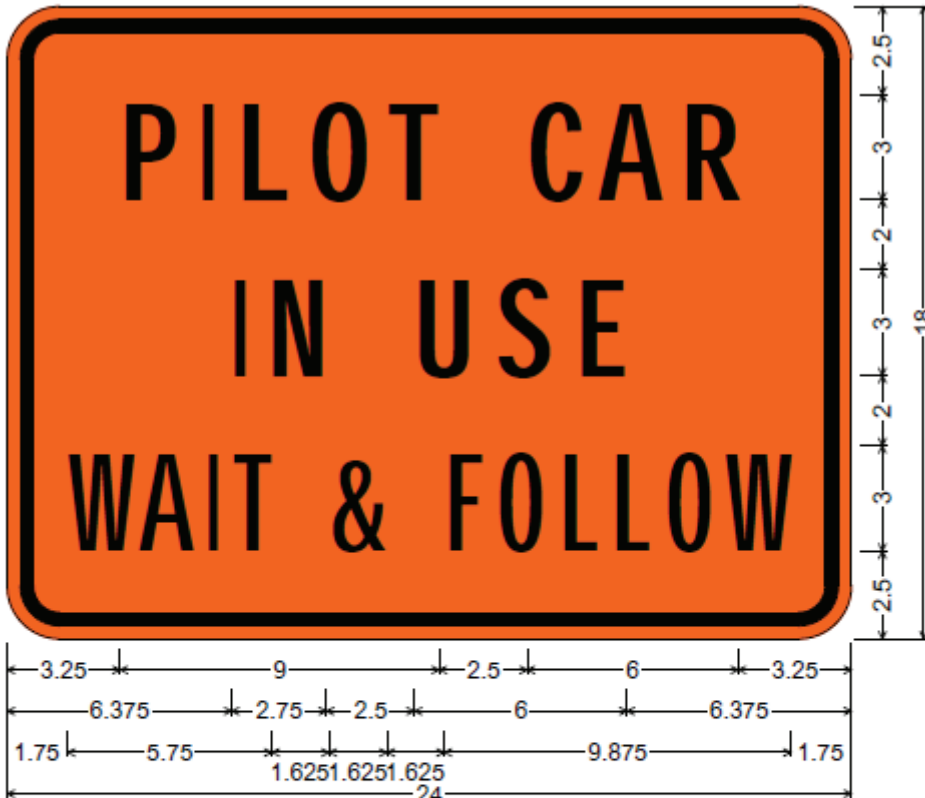
1.0 Description. The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash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

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

R. Pilot Car in Use – Wait and Follow Sign NJSP-1803

1.0 Description. The sign shown below shall be printed on 4 mm corrugated plastic or similar and supported with a 10"x30", 9 gauge, galvanized steel H-frame, or similar. This sign shall only be used at private and commercial entrances to enhance the work zone signing, and will not be permitted for use on intersecting state, county or city roads.

2.0 Method of Payment. Signs shall be contractor furnished/contractor retained. The cost of the signs and stands are incidental to other traffic control items.



1.500" Radius, 0.375" Border, 0.375" Indent, Black on Orange;
 "PILOT CAR" C; "IN USE" C; "WAIT & FOLLOW" B 80% spacing;
 Table of letter and object lefts.

P	I	L	O	T	C	A	R
3.250	5.500	6.500	8.500	10.750	14.750	16.750	19.125
I	N	U	S	E			
6.375	7.375	11.625	13.875	16.125			
W	A	I	T	&			
1.750	3.750	5.625	6.375	9.125			
F	O	L	L	O	W		
12.375	13.875	15.750	17.250	18.750	20.375		

S. Additional Flaggers

1.0 Additional flagger(s) and appropriate construction signs shall be provided at each of the specified locations when work zone extends through the following intersections and/or approaches:

All state routes, county road and city streets

2.0 Basis of Payment. There will be no direct pay for all labor and equipment necessary to provide additional flaggers. All cost shall be considered completely covered under the pay items provided in the contract.

T. Fertilizing, Seeding, and Mulching

1.0 Fertilizing shall conform to Sec. 801 and more specifically as follows:

<u>Route</u>	<u>County</u>	<u>Project</u>	<u>Pounds per Acre</u>			<u>Effective Neutralizing Material</u>
			<u>Nitrogen (N)</u>	<u>Phos. (P₂O₅)</u>	<u>Potash (K₂O)</u>	
J/M	Cole	J5S3146	80	160	80	1200

2.0 Seeding shall conform to Section 805 and the rate of application shall be as follows:

Cool Season Mixture

Tall fescue	80 lbs.
Annual ryegrass	10 lbs.
Perennial ryegrass	5 lbs.
White clover	5 lbs.
Oats	10 lbs.
Total	110 lbs. per acre

Seed bed preparation and seeding by hand will be allowed.

3.0 All disturbed areas shall be mulched and conform to Section 802 and more specifically the contractor shall use vegetative mulch. Mulching by hand will be allowed.

4.0 Basis of Payment.

4.1 No direct payment will be made for fertilizing or mulching seeded areas.

4.2 All cost incurred by the contractor for labor, equipment and materials in compliance with the above requirements including furnishing and placing fertilizer and mulch shall be considered as completely covered by and incidental to the unit price bid for "Seeding – Cool Season Mixtures", per acre and "Temporary Seeding and Mulching", per acre.

U. Additional Mobilization for Seeding NJSP-16-03A

1.0 Description. This provision provides compensation for additional mobilization for seeding, as specified herein.

2.0 Additional Mobilization for Seeding. Additional mobilization to perform temporary or permanent seeding, beyond the initial occurrence, may be necessary as specified in Sec

806.50.2 and as required per terms of the SWPPP. Mobilization of all equipment, workers and materials necessary to perform seeding and mulching shall be considered included in this work.

2.1 Measurement of the number of occurrences authorized by the engineer to mobilize equipment onto the project to perform temporary or permanent seeding will be made per each occurrence, except for the initial occurrence and as specified herein. No measurement will be made for mobilization necessary to perform repair work to previously seeded areas or for mobilization necessary due to removal of equipment prior to completion of seeding all areas available for seeding, as determined by the engineer.

3.0 Basis of Payment. The accepted occurrences of Additional Mobilization for Seeding will be paid for under 618-10.20, Additional Mobilization for Seeding, at a fixed unit price of \$600 per each occurrence. Payment for the initial occurrence to mobilize for seeding, and any additional mobilization costs in excess of the fixed price, shall be considered completely covered under other items.

V. Temporary Short-Term Rumble Strips JSP-13-05E

1.0 Description. The work shall include furnishing, installing, maintaining, removing, and relocating the short-term rumble strips, as shown in the plans, or as designated by the engineer.

2.0 Material.

2.1 The short-term rumble strips shall be 10 to 12 feet in length, minimum of 8 inches wide, $\frac{3}{4}$ to $1\frac{1}{4}$ inch thick, fabricated from a polymer material, and orange in color.

2.2 The short term-rumble strips shall not curl or deform across the width of the strip, maintaining its rigidity.

3.0 Construction.

3.1 Each set shall consist of three individual strips spanning a single lane, spaced in accordance with the plans or as directed by the engineer. The short-term rumble strips shall be installed and removed in accordance with manufacturer's recommendation.

3.2 The contractor shall monitor, maintain alignment, and repair if needed the short-term rumble strips during construction. Short-term rumble strips shall not be placed on roadways when there are no workers present.

3.3 Strips shall not extend onto the shoulder without the approval of the Engineer.

4.0 Method of Measurement. Measurement of short-term rumble strips will be based per each set.

5.0 Basis of Payment. The accepted quantity of Temporary Short-Term Rumble Strips sets will be paid for at the contract unit price for 616-20.04, Temporary Short-Term Rumble Strips, per each set. The short-term rumble strips unit bid price shall include the cost of all labor, equipment and materials to install, maintain, remove and relocate the rumble strips during the construction of the project.

W. Supplemental Revisions JSP-18-01H

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes areas of land disturbance that will total one (1) acre or greater on the project site at any point in time. 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.

1.1 Applicability. The project site consists of all areas designated on the plans, including temporary and permanent easements. This provision does not apply to Contractor staging, plant, or borrow areas that are not located on MoDOT right of way (Off-site). The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

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

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected within 7 days of the stormwater inspection or any extended period of time granted by the Engineer.

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.