

Job No.: J7S3367D


Route: V/160

County: Greene

**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

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

A.	General - Federal JSP-09-02G	1
B.	Contract Liquidated Damages JSP-13-01B	1
C.	Work Zone Traffic Management JSP-02-06J	2
D.	Emergency Provisions and Incident Management JSP-90-11A	4
E.	Project Contact for Contractor/Bidder Questions JSP-96-05	5
F.	Supplemental Revisions JSP-18-01R	6
G.	Contractor Quality Control NJSP-15-42	9
H.	Liquidated Damages for Winter Months JSP-04-17A	11
I.	Utilities JSP-93-26F	11
J.	ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01B	13
K.	Linear Grading for ADA Facilities	15
L.	Contractor Furnished Surveying and Staking - SW	16
M.	Damage to Existing Pavement, Side Roads and Entrances	16
N.	Pavement Edge Treatment for Drop Off Conditions - SW	17
O.	Positive Drainage	17
P.	Access to Commercial and Private Properties	17
Q.	Curb Ramps and Sidewalk - SW	18
R.	Detectable Pedestrian Channelizing Barricade	19
S.	Sodding	19
T.	Miscellaneous Construction Requirements	19
U.	Relocating Existing Signs	21
V.	Modified Type A Gutter and Steel Plate	21
W.	Temporary Construction Easements	22
X.	Petroleum Contaminated Soil	22
Y.	Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure) NJSP-17-03A	22

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b>EFK MOEN, LLC</b> 13523 Barrett Parkway Drive, Suite 250 St. Louis, MO. 63021  Certificate of Authority: 001578 Consultant Phone: 314-394-3100
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3367D GREENE COUNTY, MO DATE PREPARED: 8-04-2021
	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-09-02G

**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](http://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](http://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 2021 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-13-01B

**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.

Job No.: J7S3367D  
Route: V/160  
County: Greene

Notice to Proceed: January 3, 2022  
Completion Date: July 1, 2022

**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
J7S3367D	70	\$1800

**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 **\$250** 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 JSP-02-06J

**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, 2021 – 6:00 a.m. July 6, 2021

12:00 noon July 1, 2022 – 6:00 a.m. July 5, 2022

12:00 noon June 30, 2023 – 6:00 a.m. July 5, 2023

**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 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. The CMS shall be capable of communication with the Transportation Management Center (TMC), if applicable, prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

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

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

#### **D. Emergency Provisions and Incident Management JSP-90-11A**

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law

enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

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

<p align="center"><b>Missouri State Highway Patrol</b></p> <p align="center"><b>For emergency calls dial:</b></p> <p align="center"><b>1-800-525-5555      or      Cellular: *55</b></p> <p align="center">Troop D Headquarters 3131 East Kearney Street Springfield, MO 65803-5044 (417) 895-6868 - office</p>	
<b>Ash Grove Police Department</b>	<p><u>Headquarters</u> 100 W Main Street Ash Grove, MO 65604 (417) 751-2333 – office 911 for emergency calls</p>
<b>Ash Grove Fire Protection District</b>	<p><u>Headquarters</u> 112 N Piper Road Ash Grove, MO 65604 (417) 751-3300 – office 911 for emergency calls</p>

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

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

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

**E.      Project Contact for Contractor/Bidder Questions JSP-96-05**

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

Warner "Bud" Sherman, Project Contact  
MoDOT - Southwest District  
3025 East Kearney Street  
Springfield, MO 65803

Telephone Number: 417-895-7690  
Email: Warner.Sherman@modot.mo.gov

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

F. Supplemental Revisions JSP-18-01R

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

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

Stormwater Compliance Requirements

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

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

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

**2.0 Water Pollution Control Manager (WPCM).** The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the



description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

## **2.1 Duties of the WPCM:**

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

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

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

**4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this



database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

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

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

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

## COVID-19 Safety

**1.0 Description.** The coronavirus disease 2019 or COVID-19 has reached a pandemic stage across the United States, including the State of Missouri. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers and the public, the contractor shall be aware of all COVID-19 guidance from the Center for Disease Control (CDC) and other government health mandates. The contractor shall conduct all operations in conformance with these safety directives. The guidance may change during the project construction and the contractor shall change and adapt their operation and safety protocols accordingly.

**2.0 Safety Plan.** The contractor shall include these procedures in the project safety plan as called for in the contract documents and revise the safety plan as needed.

**3.0 Essential Work.** In accordance with any state or local Stay at Home Order, care for the infrastructure has been deemed essential and MoDOT is moving forward with construction projects, this project is considered essential and the contractor and their employees, subcontractors and suppliers are considered essential business and performing essential functions.

**4.0 Basis of Payment.** Compliance with regulations and laws pertaining to COVID-19 is covered under Sec 107 of the Missouri Standard Specifications for Highway Construction. No direct payment will be made for compliance with this provision.

## Anti-Discrimination Against Israel Certification

By signing this contract the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

G. 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](http://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.

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

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

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

H. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

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

I. 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>
Liberty Utilities (Missouri) Aaron Russell 3400 S. Kodiak Road Joplin, MO 64804 Phone: (800) 206-2300 – main office Phone: (417) 625-5178 – office Phone: (417) 551-2068 – cell Email: <a href="mailto:aaron.russell@libertyutilities.com">aaron.russell@libertyutilities.com</a>	Yes (See Section 2.0)	Power
AT&T Distribution Scott Hall 600 E. St. Louis Street Springfield, MO 65806 Phone: (417) 836-2474 – main office Phone: (417) 849-8265 – cell Email: <a href="mailto:sh4949@att.com">sh4949@att.com</a>	Yes (See Section 3.0)	Communications
Mediacom Communications Kyle Keller 1533 S. Enterprise Ave Springfield, MO 65804 Phone: (855) 633-4226 – main office Phone: (417) 315-8222 – office Phone: (417) 496-8577 – cell Email: <a href="mailto:kkeller@mediacomcc.com">kkeller@mediacomcc.com</a>	Yes (See Section 4.0)	Communications

Liberty Utilities (Missouri) Brad Myers 720 South Schifferdecker Ave Joplin, MO 64801 Phone: (888) 748-7828 – main office Phone: (417) 625-5179 – office Phone: (417) 529-1783 Email: <a href="mailto:Bradley.Myers@libertyutilities.com">Bradley.Myers@libertyutilities.com</a>	None (See Section 5.0)	Communications
City of Ash Grove, Missouri Melissa Mau 100 W. Main Street Ash Grove, MO 65604 Phone: (417) 751-2333 – office Email: <a href="mailto:melissa.mau@ashgrove.gov">melissa.mau@ashgrove.gov</a>	Yes (See Section 6.0)	Water/Sanitary Sewer
Spire Energy Ken Stegal 520 E 5th Street Joplin, MO 64801 Phone: (800) 582-1234 – main office Phone: (417) 626-4831 – office Email: <a href="mailto:ken.stegall@spireenergy.com">ken.stegall@spireenergy.com</a>	Yes (See Section 7.0)	Gas
MoDOT – Southwest District Joe Dotson 1107 W. Chestnut Expressway Springfield, MO 65802 Phone: (417) 864-1160 – main office Phone: (417) 895-7599 – office Phone: (417) 733-0664 – cell Email: <a href="mailto:joseph.dotson@modot.mo.gov">joseph.dotson@modot.mo.gov</a>	None	Signal, Lighting & ITS facilities

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

**2.0 Liberty Utilities (Missouri).** Liberty Utilities has a power pole in the project limits that will require relocation, said power pole is located in the northwest corner of Route V & Route 160. The pole will be moved to the north along the west side of Route V. Pole relocation is to be completed prior to the notice to proceed date for the project. If any additional poles require support during construction, please contact Aaron Russell at 417-551-2068 a minimum of 10 days prior. Any cost associated with these notifications or field adjustments shall be considered completely covered in the unit cost for the other bid items.

**3.0 AT&T Distribution.** AT&T has underground communication lines throughout the project limits that will require adjustment. AT&T is planning to adjust all their lines within the project to be fully out of conflict. Utility facilities will be adjusted prior to the notice to proceed date for the project. The contractor shall verify their facilities have been located before performing any excavation within the project limits.

**4.0 Mediacom Communications.** Mediacom has aerial plant within the project limits that is attached to existing power poles. Specifically, these aerial facilities are located on the power pole that requires relocation in the northwest corner of Route V & Route 160. Mediacom will coordinate with Liberty Utilities to relocate said aerial lines to the new pole prior to notice to proceed date for the project.

**5.0 Liberty Utilities (Missouri) Communications.** Liberty has buried and aerial plant within the project limits. All buried lines are located along the south side of Route 160 and should not be impacted by the proposed work. Liberty also has a riser in the SW corner of Route 160 & V that feeds aerial plant to the south which should also not be impacted by the proposed work.

**6.0 City of Ash Grove.** The City of Ash Grove has two facilities within the project limits to be adjusted to grade, one manhole located at Route V & College, Sta. 415+00.80, 23.1' RT. and one water meter located on the west side of Route V, Sta. 418+94.45, 23.8' RT. in an existing driveway to be reconstruction. The City will coordinate adjustments with the Contractor during construction. Please contact Melissa Mau, City Clerk, with the City of Ash Grove to coordinate said work.

**7.0 Spire Energy.** Spire Energy has underground facilities in the project limits. Specifically, Spire has facilities in the southwest corner of Route V & Route 160 that require adjustment due to the proposed drainage work. Spire plans to make all necessary adjustments to their underground facilities prior to the notice to proceed date for the project. The contractor shall verify their facilities have been located before performing any excavation within the project limits.

J. 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.htm](http://www.modot.org/business/contractor_resources/forms.htm)

**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.

**K. Linear Grading for ADA Facilities**

**1.0 Description.** This work shall consist of altering the existing roadside features to the required grade and cross sections shown in the plans (if applicable), or to comply with typical sections, running slopes, drop-off and side-slope standards, consistent with the guidelines set forth in the Americans with Disabilities Act (ADA). This work shall be in accordance with Sections 202 and 207 and accompanying provisions except as modified herein.

**2.0 Construction Requirements.** The roadside shall be brought to the required grade and cross section as established in Section 1.0 of this provision, to a uniform appearance, free of sharp breaks or humps. Minor deviations will be allowed, to take advantage of favorable topography, as approved by the engineer.

**2.1** The contractor shall remove all existing roadside improvements necessary to facilitate the new sidewalk and curb ramp construction, along with any other roadside removal items at, or adjacent to the pedestrian pathway, as noted in the plans or as approved by the engineer. This shall include the removal and/or saw cutting at existing raised islands or median strips to construct the pedestrian pathway. The contractor shall pay special care to existing utility facilities to be used in place or relocated by others.

**2.2** The contractor shall be responsible for all excavation and embankment work necessary to facilitate construction of new ADA compliant facilities; normally consisting of subgrade and subsequent finished grading for sidewalks, curbs, curb ramps; and may include miscellaneous grading work for items such as ditches, entrances, paved approaches, driveways and pipes, at or adjacent to proposed new sidewalk facilities. Specially this grading should include any grading work necessary for installation of the 4" Type B Curb and Gutter to be constructed adjacent to the new sidewalk. Additionally, this linear grading shall include grading for re-establishment of existing ground upon removal of any existing sidewalk in areas where construction of new sidewalk is outside the limits of the existing sidewalk removal.

**2.3** By this provision, it may be necessary to excavate, stockpile, and haul some material within the project limits. Due to staging and/or Right-of-Way constraints, it may be necessary to waste unusable material off of Right-of-Way, and/or haul a replacement volume of material back to achieve the desired grades.

**2.4** All removals of Portland or Asphaltic Concrete 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.

**3.0 Method of Measurement.** Measurement of Linear Grading for ADA Facilities will be made along the length of the new sidewalk and/or curb ramp installed, along each side of the roadway where sidewalk work is to be performed. Measurement will be made to the nearest 1-foot for each sidewalk work area, totaled, and paid to the nearest 1-foot for final pay. Final field measurement will not be required except where appreciable errors are found, or authorized changes have been made.

**4.0 Basis of Payment.** The accepted quantities of Linear Grading for ADA Facilities will be paid for at the contract unit price for item 207-99.03, Linear Grading for ADA Facilities, Linear Foot, and will be considered as full compensation for all labor, equipment, material, waste fees, disposal agreements, material acquisition, or other construction costs involved to complete the described work.

L. Contractor Furnished Surveying and Staking - SW

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

**1.0 Description.** The contractor will be responsible for all layout required on the project. Any and all staking required to ensure that improvements installed on this project meet the ADA requirements is the sole responsibility of the contractor. This responsibility will include, but not limited to the following: Construction signs, curb ramp, landing, and sidewalk construction, truncated dome installation, quantity verification, curb construction, pavement marking, pedestrian signal modifications, median strip/island construction and modifications, etc.

**1.1** The above list is not all inclusive. The contractor shall have the primary responsibility for these operations. The contractor shall provide the Resident Engineer with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

**1.2** The intent of this provision is to increase the quality of our work zones and minimize negative impacts to the contractor's schedule that can result from delays in staking.

**1.3** Any adjustments to the plan quantities or line numbers established in the contract shall be approved by the Engineer.

**2.0 Basis of Payment.** No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

M. Damage to Existing Pavement, Side Roads and Entrances

**1.0 Description.** This work shall consist of repairing any damage to existing pavement, curb, ramps and/or shoulders caused by contractor operations. This shall include damage caused either directly or indirectly by contractor operations, including but not limited to, damage caused by the traffic during contractor operations.

**2.0 Construction Requirements.** Any cracking, gouging, or other damage to the existing pavement, curb, ramps and/or shoulders, side roads, or entrances from general construction shall be repaired within twenty four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

**3.0 Method of Measurement.** No measurement of damaged pavement, curb, ramps, or shoulder areas as described above shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, curb, ramps and/or shoulders damaged by contractor operations

N. Pavement Edge Treatment for Drop Off Conditions - SW

**1.0 Description.** This Contractor shall conduct construction operations so that there will be no drop off exceeding 2 inches adjacent to traffic. Treatment of any 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.

O. Positive Drainage

**1.0 Description.** This contractor shall be made aware that this project alters the drainage collection and routing along Routes V and 160 in Ash Grove. Care shall be taken during construction to provide proper drainage.

**2.0 Construction Requirements.** The contractor shall maintain positive drainage for all properties and shall not create locations of ponding or other drainage concerns to property owners. The contractor shall alert the engineer of any potential concerns during construction that may affect the ability to maintain positive drainage.

**3.0 Basis of Payment.** No direct payment will be made for compliance with this provision. All equipment and labor necessary for the work described shall be considered incidental to and completely covered by other items in the contract.

P. Access to Commercial and Private Properties

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

**1.1** The contractor shall notify the engineer seven (7) calendar days prior to any area of sidewalk or entrance construction. After notification from the contractor, the engineer will contact each property owner at least one week prior to any sidewalk or entrance construction within their property limits to advise them of the work that will take place and the timeframe of the work.

**2.0 Construction Requirements.** If there exists more than one entrance to the property, the contractor shall keep a minimum of one entrance to that property completely open at all times unless approved in advance by the property owner and the engineer. If there is only one entrance, the contractor shall only construct one half of the entrance at a time. The minimum

compressive strength of the concrete shall be 2500 psi for light traffic (residential) and 3000 psi for commercial traffic before allowing access.

**3.0 Liquidated Damages Specified.** If the entire entrance is not complete and open to traffic within **seven (7) calendar days**, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per day** for each full day that an entrance is not complete and open to traffic in excess of the limitation as specified elsewhere in the special provision.

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

Q. Curb Ramps and Sidewalk - SW

**1.0 Description.** Construction of concrete curbs, aprons, curb ramps, transition areas, sidewalk and landings shall be in accordance with applicable portions of Sections 608 & 609 of the Standard Specification and Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

**2.0 Construction Requirements.** This work shall include, but is not limited to, sidewalk construction including landings, joint construction, aggregate base, compaction, apron modifications, transition area, curb ramp construction, Type S Curb or Type A Curb installation (as required), tie bars or dowel bars (as required), clean-up, etc. for each location shown on the plans.

The following requirements shall be applicable to construction of this project:

- Existing curb, curb and gutter, sidewalk, shoulders, etc. that are adjacent to a designated curb ramp and/or sidewalk improvement area that is damaged during construction shall be replaced/repaired to match existing materials and condition.
- Variable height curb along the roadside may be constructed monolithic or separate depending on construction operations. Integral curb shall be doveled to the existing gutter or pavement. - Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.
- The transition area shall be 8" thick and tied to the existing roadway pavement and existing paved approach or sidewalk it is matching.
- Curing compound for all concrete construction shall be a clear or translucent color. The white pigmented option or other colored compound will not be allowed.
- Adjacent grass areas, landscaping, irrigation lines, pavement, etc. disturbed by curb ramp or sidewalk construction shall be repaired or replaced to match or exceed existing

conditions. Sod quantities are included for adjacent areas. More or less sod may be required depending on actual field conditions.

**3.0 Method of Measurement.** Curb ramps and concrete sidewalk will be measured to the nearest 1/10 square yard. Measurement of incidental items required to complete all aspects of construction for the above noted items at each new curb ramp and sidewalk location will not be made individually unless specified elsewhere in the contract.

**4.0 Basis of Payment.** All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for each of the pay items with in the contract.

R. Detectable Pedestrian Channelizing Barricade

**1.0 Description.** This work shall consist of utilizing Detectable Pedestrian Channelizing Barricades as shown on the plans and in accordance with the Manual for Uniform Traffic Control Devices. The pedestrian barricade is similar to the Type 2 Barricade indicated in Section 6F.63.

**2.0 Basis of Payment.** Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 616-99.02, ADA Compliant Moveable Barricade, per each.

S. Sodding

**1.0 Description.** The contractor shall install sod on all disturbed areas except for surfaced areas, solid rock, and slopes consisting of primarily broken rock.

**2.0 Construction Requirements.** The contractor shall use sodding as specified for all disturbed areas shown in the plans. Seedbed preparation will be in accordance with Sec 801 and placement shall be accomplished in accordance with Sec 803. The contractor shall place the sodding **within 14 calendar days** of ground disturbance to reduce soil erosion or as approved by engineer. Disturbed area shall be reduced to a maximum of 1 acre at one time.

**2.1** Temporary seeding may be utilized to fulfill maximum land disturbance requirement or at the discretion of the contractor. No direct payment will be made for temporary seeding.

**2.2** Acceptance will be in accordance with Sec 803.4.

**3.0 Basis of Payment.** Payment for sod, including seedbed preparation will be considered completely covered by the contract unit price for Item No. 803-10.00A, "Turf Type Tall Fescue Sodding", per square yard. Disturbed areas outside of authorized construction limits shall be sodded at the contractor's expense at the direction of the Engineer.

T. Miscellaneous Construction Requirements

The Contractor shall be required to provide the following project coordination efforts and miscellaneous project requirements for the successful completion of this project:

1. No direct payment for any required clearing and grubbing. This includes removal of all shrubs, trees and vegetation that intrudes into new sidewalk path within 2 feet of the sidewalk or up to the right of way line, whichever is closer, and 8 feet vertically above new sidewalks paths.
2. No direct payment for any necessary temporary shoring that is required to construct any drainage structure on the project.
3. Saw cuts for pavement and sidewalks shall be a minimum of 6 inches deep.
4. A set number of ADA compliant barricades is included in the pay items. No direct pay will be made for additional ADA compliant barricades due to the contractor's preferred method of construction or acceleration of work.
5. A one (1) inch joint filler shall be placed between all new sidewalk and existing or new immovable improvements to remain in place such as power poles, fire hydrants, building foundations, pull boxes, manholes, drop inlets, etc.
6. Extreme care shall be taken when removing sidewalk adjacent to existing sidewalk foundations or the existing stone wall at Route 160 & Chandler Ave. This may require additional saw cutting, hand work, time, equipment, materials etc. to avoid damage or disturbance to existing foundations or stone wall. Every effort shall be made to avoid any disturbance or removal of the existing stone wall at Route 160 & Chandler Ave including the small set of stairs connected to this existing wall. The engineer shall approve the contractor's proposed method to remove and construct sidewalk. All foundations or walls damaged due to the contractor's activities will be completely repaired in kind as approved by the engineer.
7. The contractor shall field verify all proposed entrance grades to confirm ADA compliance for sidewalk cross slopes.
8. Pipe Collar 6-3 shall include any work required to connect the proposed 24 inch pipe to the existing 3'x2.5' box culvert running under Route 160. This may require removal of the portions of the box culvert, or reconstructing part of the box to provide a transition from the pipe to the box which allows water to flow to the south with a water tight connection.
9. Additional grading will be required around inlet 6-5 in order for the top of this inlet to become the low point in the grassy area surrounding this inlet between the Parcel 6 Route 160 entrance and the sidewalk running parallel to Route V.
10. The existing entrance to Parcel 6 off Route 160, closest to the intersection with Route V, just to the east of inlet 6-5, shall be completely removed, re-graded and replaced with sod. Removal of the entrance is provided for under Removal of Improvements, sodding for this area has been included with sodding totals but any additional grading shall be incidental.
11. Existing utility pullbox located in the proposed driveway to Parcel 5 will need to be adjusted to grade by the contractor. Existing pullboxes may be adjusted to grade +/- a maximum of 2 inches. If adjustments greater than 2 inches are required, the contractor shall coordinate with Scott Hall with AT&T Distribution, see utility JSP for contact information. Payment for all work required to adjust pullboxes to grade will be completely covered by Item No. 902-99.02, "Adjusting Pull Box, per each."

Payment for compliance with the above requirements will be considered completely included in the items provided for in the contract.

U. Relocating Existing Signs

**1.0** For signs designated on signing sheet along Route V and Route 160 as "Remove and Relocate (R&RELOC)", the sign supports for these signs shall be replaced with new supports. Speed limits signs, guide signs, and other signs which are considered essential by the Engineer shall be temporarily mounted during sidewalk work and sign support construction. No direct pay will be made for temporary mounting of essential regulatory and guide signs.

**2.0** All existing signs shall be temporarily mounted or stored by the contractor, then relocated to the new sign supports. All existing signs damaged due to the contractor's operations shall be replaced in kind by the contractor at the contractor's expense.

**3.0** Payment for relocation of each sign or each sign assembly, including all work necessary to relocate said sign(s) and any backing bars on said sign(s) to new sign supports, shall be completely covered in the bid item 903-99.02, Relocated Signs, measured per each sign or sign assembly as indicated on the signing plan.

V. Modified Type A Gutter and Steel Plate

**1.0** Description. This work shall consist of constructing Modified Type A Gutter with Steel Plates as shown on the plans and in accordance with Section 609 of the Standard Specifications, and specifically as follows.

**2.0** Construction Requirements. The contractor shall refer to the construction plans detailing the locations with Modified Type A Gutter and Steel Plates. The contractor shall also pay special attention during construction to ensure proper drainage is achieved upon completion of construction.

**2.1** The ½" steel slip-resistant plate shall be installed flush with the top of the Modified Type A Gutter and secured to the top of the angle iron. The steel slip-resistant plate shall have a minimum static coefficient of friction of 0.6 and be ADA compliant since it is installed in the pedestrian access route.

**3.0 Method of Measurement:** No field measurement of the modified gutter will be made. The contract quantity will be used and is measured along the top of the steel plate.

**4.0 Basis of Payment:** All labor, equipment and materials required to construct the Modified Type A Gutter and Steel Plate as designated on the plans and by this specification shall be considered completely covered by Item No. 609-99.03, "Modified Type A Gutter with Steel Plate". No direct payment shall be made for reinforcing steel or brass screws and the steel plate shall be included in the linear foot cost.



W. Temporary Construction Easements

**1.0 Description.** MODOT has obtained temporary construction easements from property owners in order to construct improvements for the project. Businesses within the project limits will continue utilizing those construction easements to conduct their day to day business. The contractor shall coordinate with the business owners to minimize the amount of time and space needed to construct the improvements located inside each temporary construction easement.

**2.0 Construction Requirements.** The contractor shall not disturb any business improvements, besides the entrance or parking lot, located inside each temporary construction easement, unless shown as such on the plans. Business improvements include such things as, but not limited to, business signs and their electrical connections, landscaping, or sprinkler systems. The Contractor will be solely responsible to repair or replace of any improvements disturbed that are not specifically marked on the plans for removal or adjustment, at the Contractor's cost.

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

X. Petroleum Contaminated Soil

**1.0 Description.** The contractor shall be advised of the possibility of encountering underground storage tank soil contamination during excavation activities associated with work on Parcel 6 in the northwest corner of Route V & Route 160.

**2.0 Construction Requirements.** If the contractor encounters any contaminated soil, the contractor shall stop work and immediately contact the engineer prior to proceeding with work. According to the standard specifications, the contractor may be required to submit a plan and schedule to the engineer for approval for the removal and disposal of said contaminated soil. Once the engineer approves the contractor's plan, work may resume according to the standard specifications.

**3.0 Basis of Payment.** No payment will be made for any necessary coordination efforts due the discovery of contaminated soil. All necessary excavation, hauling, disposal and backfilling required will be covered by the contract unit price. More or less removal may be required; however no claims shall be allowed for underrunning or overrunning these items.

Y. Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure) NJSP-17-03A

**1.0 Description.** Flagging operations shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 6, Section 107 and 616 in Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, temporary traffic control plans, and as described herein.

**2.0 Procedures for Flagging Short, Intermediate, or Long-Term Stationary Operations.** This procedure includes the use of three traffic cones or other channelizing devices.

**2.1 Step 1.** The flagger shall place three cones across the lane of traffic to be stopped, from centerline to shoulder. When no vehicles are present, the flagger should remain on the shoulder with the stop paddle visible.

**2.2 Step 2.** When traffic has stopped, the flagger shall move towards the centerline of the roadway, keeping the stop paddle visible, and keeping a visual contact with the stopped drivers. Once the flagger has confirmed that opposing traffic is clear, the flagger shall prepare to release the stopped traffic.

**2.3 Step 3a.** If the vehicles are to travel in the current lane, the flagger shall remove the center cone from the center of the lane.

**2.4 Step 3b.** If the vehicles are to travel in the opposite lane, the three cones shall remain across the closed lane.

**2.5 Step 4.** If opening the lane (Step 3a above) the flagger shall walk back to the shoulder with the cone, turn the stop paddle to slow, and then release traffic using a hand signal to direct vehicles between the two remaining cones. If releasing traffic to the other lane (Step 3b above) the flagger shall remain near the centerline of the roadway, turn the stop paddle to slow, and use a hand signal to direct the traffic around the cones into the open lane.

**2.6** Once all traffic has cleared, the flagger shall return the slow paddle to stop. The flagger shall replace the cone to the center of the lane or leave the cones across the lane. The flagger then returns to the shoulder and repeats the steps.

**2.7** If the roadway width is less than 12 feet, the number of cones may be reduced to two or one, or other channelizing devices may be used.

**3.0 Basis of Payment.** No direct payment will be made for any cost associated with this provision.

**Pictorial Representation of Steps for Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure)**



STEP 1



STEP 2



STEP 3



STEP 4