

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

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

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|---|---|
|   | <b>MISSOURI HIGHWAYS AND<br/>TRANSPORTATION COMMISSION</b><br>105 W. CAPITOL AVE.<br>JEFFERSON CITY, MO 65102<br>Phone 1-888-275-6636 |
|   | If a seal is present on this sheet,<br>JSP's have been electronically sealed<br>and dated.  |
|   | JOB NUMBER: J9S3404/J9S3600<br>DUNKLIN COUNTY, MO<br>DATE PREPARED: 05-14-21  |
|   | ADDENDUM DATE:  |
| Only the following items of the Job Special Provisions (Roadway) are<br>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

**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.

Notice to Proceed: January 31, 2022  
Completion Date: November 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 |
| <b>J9S3404/J9S3600</b> | <b>100</b>    | <b>\$1800</b>        |

**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 **\$1500** 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, 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 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**

**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.

Don Hills, Resident Engineer: 573-472-9013 (Office) 573-703-6435 (Mobile)

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

Missouri Highway Patrol Troop E: 573-840-9500  
Dunklin County Sheriff: 573-888-2424

**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

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

Jeffery Wachter, Project Contact  
Southeast District  
Transportation Project Designer  
Sikeston, MO 63801

Telephone Number: 573-472-5294 (Office) 573-258-9679 (Mobile)

Email: [Jeffery.Wachter@modot.mo.gov](mailto:Jeffery.Wachter@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. 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:

| Utility Name  | Known Required Adjustment | Type               |
|---|---------------------------|--------------------|
| Pemiscot-Dunklin Electric Coop<br>Highway 412 West<br>Hayti, MO 63851<br>Contact: Forrest Wilkison<br>Tel: 573-888-7948 | None                      | Power Distribution |
| AmerenUE<br>45 South Minnesota<br>Cape Girardeau, MO 63703<br>Contact: Cory Roper<br>Tel: 573-651-5630                  | None                      | Power Distribution |
| Liberty Utilities<br>2370 N High St<br>Jackson, MO 63755<br>Contact: Jeff Griffin<br>Tel: 573-620-1859                  | None                      | Gas Distribution   |
| AT&T<br>800 Broadway<br>Cape Girardeau, MO 63701<br>Contact: Scott Miller<br>Tel: 573-382-3851                          | None                      | Communications     |
| Newwave Communications<br>P.O Box 248<br>Dexter, MO 63841<br>Contact: Phillip Huett<br>Tel: 573-380-2645                | None                      | Communications     |
| Sho-MeTechnologies<br>301 West Jackson<br>Marshfield, MO 65706<br>Contact: Brad Baker<br>Tel: 417-536-3067              | None                      | Communications     |
| Centurylink of America<br>11111 Dorsett<br>Maryland Heights, MO 63043<br>Contact: Bill Carpenter<br>Tel: 636-357-8296   | None                      | Communications     |

|  |      |       |
|--|------|-------|
| Pemiscot County Consolidated PWSD 1<br>309 E Broadway<br>Hayti, MO 63801<br>Contact: Robert Drumright<br>Tel: 573-359-1713 | None | Water |
|--|------|-------|

**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.

I. 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

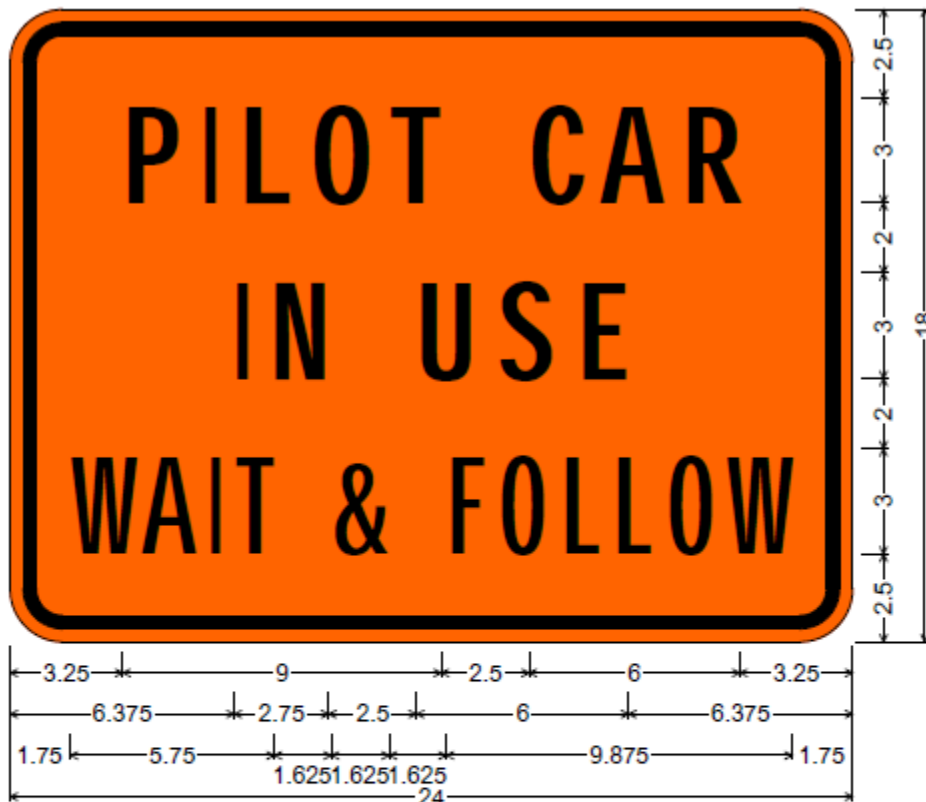


STEP 4

J. 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 |        |        |

K. Additional Flaggers

**1.0 Description.** The Contractor shall provide additional flaggers, with the appropriate construction signs, at all state highway intersections and at city street intersections deemed by the Engineer to warrant additional flagging.

**2.0 Basis of Payment.** There will be no direct pay for the labor and equipment necessary to provide additional flaggers. All costs shall be considered completely covered by the other pay items in the contract.

L. Surface Correction

**1.0 Description.** This work consists of the contractor obtaining a normal or superelevated crown as specified in this provision.

**2.0 Construction Requirements.** The contractor shall obtain a normal crown of 0.0156 ft/ft or match existing curve superelevations as directed by engineer prior to placing the optional shoulder base or the 1" surface leveling.

**2.1** The variable depth surface leveling shall have a  $\frac{3}{4}$ " minimum centerline depth and any coldmilling shall be limited to removing no more than 1  $\frac{1}{2}$ " of existing pavement depth.

**2.2** Any use of asphalt surface leveling or coldmilling shall meet all applicable Standard Specifications.

**3.0 Method of Measurement.** Measurement for the surface correction will be made to the nearest 0.1 square yard. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract plans.

**4.0 Basis of Payment.** All costs incurred to comply with this provision shall be paid for at the contract price unit price for pay item 402-99.05 Misc. Surface Correction.

M. 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 Edge<sup>sm</sup>, 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.

N. Shoulder Grading NJSP-15-27A

**1.0 Description.** This work shall consist of excavating and grading the existing shoulder to facilitate placement of shoulder pavement, as well as backfilling the shoulder and shaping the fore slope following placement of the shoulder pavement.

**2.0 Construction Requirements.** The shoulder shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade and fore slope. 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.

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

**2.2** 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 Shoulder Grading.

**2.3** 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 10 feet, separately for the length of shoulder along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest 100 feet for the sum of all segments.

**4.0 Basis of Payment.** Payment for Shoulder Grading as described in this provision will be made at the contract unit price for pay item 212-99.00 Misc. Shoulder Grading.

O. Modified Shaping Slopes, Class III

**1.0 Description.** Modified Shaping Slopes, Class III shall consist of providing fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with the standard plans.

**2.0 Material.** The material used shall be a **3-inch minus aggregate**, or other granular material approved by the engineer. The material shall be similar to a quarry-run stone graded from course to fine with a minimum of voids. At least 20 percent of the material shall contain course stone 1.5 inches or larger. Acceptance of quality and size of material may be made by visual inspection. Any excess material shall be disposed of outside of the limits of the right of way.

**3.0 Construction Requirements.** Slope areas to be shaped by the addition of material shall be scarified to allow bonding with the added material. Density shall be obtained by reasonable compactive efforts consisting of no less than three passes with a roller or other methods approved by the engineer. The contractor will not be required to excavate any classified rock excavation under this item.

**3.1** Benching of the existing slope may be necessary to provide stability to the additional shoulder width constructed by Modified Shaping Slopes, Class III. All costs for benching shall be included in the cost of Modified Shaping Slopes, Class III.

**3.2** Modified Shaping Slopes, Class III will apply only to those sections that have been specifically designated as such on the plans.

**4.0 Method of Measurement.** Final measurement will not be made except where appreciable errors are found in the contract quantity. Where required, measurement will be made in accordance with Sec 215.3.

**5.0 Basis of Payment.** The accepted quantity of Modified Shaping Slopes, Class III will be paid for at the contract unit price for 215-99.03, Modified Shaping Slopes, Class III, per linear foot. If Modified Shaping Slopes, Class III is not provided but is required, payment will be in accordance with Sec 104.3. No direct payment will be made for any additional material required for shaping slopes.

P. Pavement Edge Treatment for Drop Off Conditions

**1.0 Description.** The contractor shall conduct the grading operation so there is no 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. No direct payment for Pavement Edge Treatment will be made in this project.

Q. Contractor Furnished Borrow

**1.0 Description.** This project will be constructed with slopes as shown in the contract plans with the primary source of fill material being borrow provided by the Contractor. The Contractor will be responsible for providing borrow material from an offsite location for this project. All borrow sites must be approved for use by the Engineer prior to being incorporated into the project. In addition to the requirements of Sec 203.3, the Contractor shall test the material from the borrow site and provide the results to the Engineer a minimum of 30 days prior to the start of work. The borrow material must be sufficiently cohesive to prevent erosion of the slopes. The material from the contractor furnished borrow site shall have a Plasticity Index (PI) between 10 and 30. Borrow sites that contain material with over 25% sand content, high organic content, or fall outside the acceptable PI range will not be accepted.

**2.0 Basis of Payment.** The Contractor will receive no direct compensation for compliance with this provision. All costs associated with this provision shall be considered included in and completely covered by the grading pay item(s) in the contract.

R. Finished Grading

**1.0 Description.** Any grading and ditch work that exists as a property owner's front yard that has been mowed and maintained by the property owner will be finish graded to a smooth and mowable surface free of rocks and debris.

**2.0 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 provision.

S. Fertilizing, Seeding, and Mulching

**1.0 Fertilizing.**

**1.1 Soil Neutralization.** In accordance with Sec. 801, the application of effective neutralizing material shall be 1600 lbs. per acre.

**1.2 Commercial Fertilizer.** In accordance with Sec. 801, the following fertilizers shall be applied at the rate specified. No direct payment will be made for fertilizer.

| <u>Fertilizing Agent</u>                         | <u>(lbs. per acre)</u> |
|--|------------------------|
| Nitrogen (N)                                     | 40                     |
| Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> ) | 160                    |
| Potash (K <sub>2</sub> O)                        | 40                     |

**2.0 Seeding.** In accordance with Sec. 805, the following seed mixture shall be applied at the rate specified:

| <u>Seed Type</u>   | <u>Pure Live Seed<br/>(lbs. per acre)</u> |
|--------------------|---|
| Tall Fescue        | 80  |
| Annual Ryegrass    | 10  |
| Perennial Ryegrass | 5   |
| White Clover       | 5   |
| Oats               | 10  |
| <b>Total</b>       | <b>110</b>                                |

**3.0 Mulching.** Vegetative mulch shall be stabilized by mulch overspray, unless otherwise approved by the Engineer.

**4.0 Basis of Payment.** Measurement and payment for the accepted areas of seeding will be made in accordance with Sec 805. No direct payment will be made for soil neutralizing, fertilizing, and mulching.

T. Bridge End Transitions

**1.0** At all bridge exceptions, the engineer will determine in the field the ending point of the transition. This point will not necessarily be at the bridge end, but will be located at a point which provides the smoothest transition and approach to the bridge. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

U. Permanent Aggregate Edge Treatment NJSP-15-40A

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

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

**2.1** Bituminous fog seal shall be applied to sections of the edge treatment shown in the plans or designated by the engineer. Bituminous fog seal will be paid for separately.

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

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

**5.0 Basis of Payment.** The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment and material to complete the described work.

V. Damage to Existing Roadways and Entrances

**1.0 Description.** This work shall consist of repairing any damage to existing pavement, shoulders, side roads, and entrances caused by Contractor operations. This shall include, but is not limited to, damage caused by the traffic during Contractor operations within the project limits including the work zone signing.

**2.0 Construction Requirements.** Any cracking, gouging, or other damage to the existing pavement, 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, shoulder, side roads, or entrances, as described above, shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by Contractor operations.

W. Mailbox Relocation

**1.0 Description.** The relocation of mailboxes shall be in accordance with Sec 104.10.1 and specifically as follows.

**2.0 Construction Requirements.** When the shoulder grading operation requires permanent relocation of an existing mailbox and the existing mailbox post does not comply with Chapter 11 of the AASHTO Roadside Design Guide, 4<sup>th</sup> Edition, the relocated mailbox shall be installed on a new compliant post. The Engineer shall have sole discretion in determining whether an existing mailbox post must be replaced.

**3.0 Basis of Payment.** Payment for mailbox relocations that require new posts, including any hardware necessary to affix the mailboxes to the new posts, shall be considered completely covered by pay item 903-12.60, Wood Post, 4 in. by 4 in.

X. 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.

Y. Protective Measures for Ditch Work in Illinois Chorus Frog Breeding Areas

**1.0 Description.** There are areas of herpetofaunal significance along and adjacent to the project corridor. Roadside ditches, wet fields, and streams have been shown to support populations of Illinois chorus frog, a species of conservation concern and candidate for federal listing. General breeding dates for Illinois chorus frog are February to early April; tadpoles develop into sub-adult frogs by May or June. To ensure protection of this species and other sensitive aquatic species that may be present, the following seasonal restrictions must be adhered to.

**2.0 Restrictions.** Personnel shall take all precautions to prevent negative impacts to aquatic and semi-aquatic species along the project corridor, including Illinois chorus frog. If a ditch adjacent to the roadway has standing water, then any work in the ditch (including land disturbance, grading, equipment/vehicle staging and storage, or refueling) shall take place between mid-summer (July 15) and winter (January 15), in order to minimize potential impacts to Illinois chorus frog.

**3.0 Basis of Payment.** No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.

Z. Sensitive Streams or Waterbodies near project area

**1.0 Description.** The project crosses, or is in the vicinity of, a sensitive stream or watershed. Waterbodies within and near the project area may serve as habitat for federal and state listed sensitive species. To avoid any negative impacts to these species and their habitats, water quality shall be protected from construction impacts.

**1.1** The contractor shall prevent any debris and materials from construction activities from entering streams and other waterbodies. If debris or materials do enter waterbodies, and if deemed necessary by the engineer or MoDOT's environmental personnel, it shall be removed as directed by the engineer at the contractor's expense.

**2.0 Basis of Payment.** No direct payment will be made for any expense incurred by the contractor by reason of compliance with the specific requirements of the provision, including any delay, inconvenience, or extra work except for those items for which payment is included in the contract.