

Job No.: J4P3295D

Route: A

County: Clay

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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|---|---|
| | MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636 |
| | If a seal is present on this sheet, JSP's have been electronically sealed and dated. |
| | JOB NUMBER: J4P3295D CLAY COUNTY, MO DATE PREPARED: Sept. 15, 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 under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 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.

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Notice to Proceed: January 3, 2022
Completion Date: August 31, 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 |
|-------------------|----------------------|-----------------------------|
| J4P3295D | 89 | \$1,800.00 |

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 **\$750** 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
12:00 noon June 30, 2023 – 6:00 a.m. July 5, 2023

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. The contractor shall close Route A and 112th Street during construction (between June 1, 2021 to August 15, 2021). Earthwork, pavement, culvert replacements, pavement marking, and signing shall be finished during the closure. Route A and 112th Street shall be open to traffic by August 15, 2021 (see LIQUIDATED DAMAGES SPECIFIED Job Special Provision).

4.3 The minor ditch grading, seeding, and sodding can be done after the Route A and 112th Street is re-opened. Any work requiring temporary lane closure shall be done between 9:00 a.m. to 2:00 p.m. after the Liberty High School starts. The construction time shall not be conflict with the school's start and end time and early release time. It is the contractor's responsibility to check with the school about their schedule.

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.

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 816-524-9200 | |
| Kearney Fire Department | Clay County Sheriff |
| 816-628-4122 | 816-792-7600 |
| | |

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.

Juan Yin, Project Contact
Kansas City District
600 NE Colbern Road
Liberty, MO 64086

Telephone Number: 816-607-2216
Email: juan.yin@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 and Daily Reporting

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

3.3 Contractor Daily Work Reporting. The contractor shall submit to the engineer a Contractor Daily Work Report (CDWR) for each calendar day that work is performed. The CDWR shall include all information listed in 3.3.2.

3.3.1 The CDWR information may be provided on the MoDOT-provided form or an approved contractor form. Each CDWR shall be digitally signed by the contractor and uploaded to the MoDOT SharePoint® site no later than two (2) business days following the end of each week.

3.3.2 CDWR information:

- (a) Date and Contract Identification Number
- (b) Weather conditions, rainfall amounts, high/low ambient temperatures
- (c) List of subcontractors who performed work
- (d) Description of all work performed, including general location (ex. Sta, offset, log mile, etc.), and any testing performed.
- (e) Date range of days when no work was performed since the previous DWR
- (f) Pertinent traffic control information (changes, delays, accidents, etc.)
- (g) Statement: "All items installed meet or exceed contract requirements."

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. Discussion topics should include: safety precautions, QC testing, traffic impacts, and any required Hold Points.

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. Optional Pavements JSP 06-06G

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the thinner pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for by the contract unit bid price for Item 401-99.05, Optional Pavement, per square yard.

I. Disposition of Existing Signal/Lighting and Network Equipment

1.0 Description. All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Job No.: J4P3295D
 Route: A
 County: Clay

9101 E. 40th Terrace
 Kansas City, MO 64133.
 Phone: (816) 356-4748

2.0 Signal Equipment. All equipment other than network communication devices noted in 3.0 are to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

3.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

4.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

J. Utilities JSP-93-26F

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

| <u>Utility Name</u> | <u>Known Required Adjustment</u> | <u>Type</u> |
|---|--|----------------|
| AT&T Dist Mark Manion Phone: (816) 772-0267 Email: MM256T@att.com | Yes 2.0 | Communications |
| Clay County PWSD 6 David Bridgeman Phone: (816) 730-9510 (cell) Phone: (816) 628-3220 Email: dbridgeman@alliancewater.com | Yes 2.1 | Water |
| MCI/Verizon Bryan Burger Phone: (913) 344-2007 Phone: (816) 204-4494 Email: bryan.burger@verizon.com | Yes 2.2 | Communications |

| | | |
|---|------------|----------------|
| Platte Clay Electric Jared Wolters Phone: (816) 903-7370 Email: jaredw@pcec.coop | None | Power |
| Spectrum/Charter Josh Cubley Phone: (913) 601-2504 Email: josh.cubley@charter.com | Yes 2.3 | Communications |
| Spectrum/Charter Steve Baxter Phone: (913) 643-1901 Email: steven.baxter@charter.com | Yes 2.3 | Communications |
| Spire Energy Chris Collins Phone: (816) 509-4400 Email: chris.collins@spireenergy.com | None | Gas |
| Evergy McKady Kellam Phone: (816) 652-1656 Email: mckady.kellam@evergy.com | Yes 2.4 | Power |
| Evergy Brent Gerling Phone: (816) 652-1654 Email: brent.gerling@evergy.com | Yes 2.4 | Power |

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 The Contractor is advised that AT&T has Utility Poles and aerial lines that need to be relocated. Some of the aerial lines will be relocated underground. The Contractor shall contact the respective utility regarding any questions or issues that may come up in the field. AT&T is expecting to be done with their relocations prior to the Notice to Proceed and should not have any conflicts.

2.1 The Contractor is advised that Clay County PWSD 6 will have two parallel water lines that will be removed and replaced with one water line in the easement on the East side of the

project. Work is expected to take approximately 10 weeks and should be done prior to the Notice to Proceed.

2.2 The Contractor is advised that MCI/Verizon has lines that are attached to Evergy poles on the East Side of the project and will need to be relocated before construction begins. After Evergy has relocated their poles then MCI/Verizon can begin their relocation and will work in coordination with Evergy to get all of their Utilities relocated prior to the Notice to Proceed. The Contractor shall contact the respective utility regarding any questions or issues that may come up in the field.

2.3 The Contractor is advised that Spectrum/Charter has cable located on an Evergy Pole and has some underground fiber lines in the area on the East side of the project. After Evergy has relocated their poles then Spectrum/Charter can begin their relocation and will work in coordination with Evergy to get all of their Utilities relocated. It is expected that the relocation of their lines should take 6 to 8 weeks to move after Evergy is completed.

2.4 The Contractor is advised that Evergy has Utility Poles on the South East corner of the intersection that will need to be relocated and aerial lines on the East Side of the project that will need to be relocated before construction begins. Evergy is anticipating beginning work after the Letting of the project and should complete their work prior to the Notice to Proceed. The Contractor shall contact the respective utility regarding any questions or issues that may come up in the field.

K. Removal and Delivery of Existing Signs

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

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

Telisa Anderson
3050 NE Independence Ave
Lee's Summit, MO 64065
Phone: 816-622-0505

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

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

L. Fertilizing, Seeding, and Mulching

Description. All disturbed areas will be fertilized, seeded, and mulched as directed by the engineer.

2.0 Fertilization. In accordance with Section 801 of the Standard Specifications, the contractor shall apply the following to the appropriate areas at the rates specified of application of soil neutralization and commercial fertilizer for this project.

| Item Lbs. | Acre |
|---|------|
| Lime | 500 |
| Nitrogen (N) | 40 |
| Phosphorus (P ₂ O ₅) | 40 |
| Potash (K ₂ O) | 40 |

3.0 Seed. In accordance with Section 805 of the Standard Specifications, the following mixture shall be applied at the rate specified for this project.

| Cool Season Seeding Mixture (All locations) | Pure Live Seed (lbs./Acre) |
|--|-------------------------------|
| Tall Fescue | 80 lbs. |
| Annual Ryegrass | 10 lbs. |
| Perennial Ryegrass | 5 lbs. |
| White Clover | 5 lbs. |
| Oats | 10 lbs. |
| Total | 110 lbs. |

4.0 Mulch. In accordance with Section 802 of the Standard Specifications, mulch overspray shall be applied for this project.

5.0 Basis of Payment. All accepted work and materials for seeding, fertilizing, and mulching shall be considered included in and completely paid for by the contract unit price for Item No. 805-10.00A, Seeding – Cool Season Mixtures, per acre.

M. Temporary Long-Term Rumble Strips JSP-13-04C

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

2.0 Material.

2.1 The long-term rumble strips shall be 10 feet to 12 feet in length, fabricated from a polymer material, and be orange in color.

2.2 The long-term rumble strips shall have a minimum width of 4 inches, but no greater than 6 inches. The long-term rumble strips shall have a minimum thickness of 0.25 inch, but no greater than 0.50 inch.

2.3 The long-term rumble strips shall have a pre-applied adhesive backing for securing to the asphalt or concrete roadway surface.

3.0 Construction. Long-term rumble strips layout and spacing shall be in accordance with the plans or as approved by the engineer. The long-term rumble strips shall be installed and removed in accordance with manufacturer's recommendation. The contractor shall monitor and repair, and maintain, if necessary, the long-term rumble strips until removed.

3.1 Each set shall consist of five individual strips spaced ten to twelve feet on center.

3.2 The long-term rumble strips removal process shall not damage the roadway surface. If any damage occurs to the pavement during the removal of long-term rumble strips, the contractor shall replace or repair the damaged pavement at no cost to the Commission.

4.0 Method of Measurement. Measurement of long-term rumble strips will be per each complete set of five strips.

5.0 Basis of Payment. The accepted quantity of Temporary Long-Term Rumble Strips sets will be paid for at the contract unit price for 616-20.02, Temporary Long-Term Rumble Strips, per each set. The long-term rumble strips unit bid price shall include the cost of all labor, equipment, and materials to install, maintain, and remove the rumble strips.

N. Reestablishment of Section Corner and Monument Box

1.0 Description. The NW Corner Sec. Survey Land Monument for Sec. 30 Township 52 North Range 31 West and the SE Corner Sec. Survey Land Monument for Sec. 24 Township 52 North Range 32 West will be disturbed during construction of this project. This monument shall be reestablished by a Missouri Registered Land Surveyor (RSL) following the guidelines set by the Missouri Department of Natural Resources. The Contractor shall contact a Missouri RLS prior to any disturbance of this point so that the true location of this corner can be established and preserved. The reestablished monument shall be placed in a monument box as shown on the plans.

2.0 Basis of Payment. All costs associated with the reestablishment of the monument shall be considered completely covered by bid item 602-99.02, Reestablishment of Section Corner and bid item 614-99.02, Monument Box, per each.

O. Witness Post Assemblies

1.0 Description. This work shall consist of furnishing Witness Post Assemblies to the engineer.

1.1 Each Witness Post Assembly shall consist of a post, sticker, cap, and rod.

2.0 Materials. All materials shall be in accordance with Division 1000

2.1 Witness Post. The Witness Post shall be a 72 inch by 3-3/4 inch post constructed of a durable, UV resistant, continuous glass fiber and resin reinforced, thermoset composite material which is resistant to impact, ozone and hydrocarbons within a service temperature range of -40

degrees Fahrenheit to +200 degrees Fahrenheit. The Witness Post shall have a minimum material thickness of 1/8 inch.

2.2 Rod. The Rod shall be a 5/8 inch by 24-inch rebar as shown in the Standard Plans

2.3 Sticker. The sticker shall be a 16 inch by 2-1/2-inch sticker with white background and black lettering. The sticker shall have an adhesive back that will provide the secure attachment of the sticker on the Witness Post. The contractor shall contact Chris Spears, at 816-607-2272 for the configuration of the logo and lettering for the sticker. The Sticker shall have the appearance as shown in EPG 238.2 – Land Surveying – Figure RW Witness Post Decal.

2.4 Cap. The Cap shall be a 2-inch diameter flat aluminum cap stamped with MoDOT stamped on it in 3/16-inch lettering. The cap shall have a socket that firmly attaches the cap on top of the Rod. See standard plan 602.00D for an example of the lettering.

3.0 Mechanical Properties of Witness Post.

| Property | ASTM Test Method | Minimum Value |
|-------------------------------|------------------|---------------|
| Ultimate Tensile Strength | D-638 | 50,000 psi |
| Ultimate Compressive Strength | D-638 | 45,000 psi |
| Specific Gravity | D-792 | 1.7 |
| % Glass Reinforcement | D-2584 | 50% |
| Barcol Hardness | D-2583 | 47 |

4.0 Method of Measurement. Measurement of Witness Post Assemblies shall be made per each. Each Witness Post Assembly shall include one witness post, one sticker, one reinforcing bar, and one cap.

5.0 Basis of Payment. Payment will be made at the contract unit price for bid item number 602-99.02, Witness Post Assemblies, per each. Payment shall constitute full compensation for furnishing witness posts, stickers, caps, and rods to the engineer.

P. Tree Clearing Restriction

1.0 Description. The project is within the known range of the federally endangered Indiana bat and threatened northern long-eared bat. These bats are known to roost in trees with suitable habitat characteristics during summer months.

1.1 MoDOT has determined that suitable roost trees exist within the project area. The trees have been marked with either a spray painted "X" or a pink ribbon on their trunks. Suitable roost trees have also been GPS located.

1.2 To avoid negative impacts to roosting Indiana and northern long-eared bats, removal of suitable roost trees will only be allowed between November 1 and March 31.

1.3 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

Q. Relocation of Existing Sign Assemblies

1.0 Description. This work consists of removing and relocating existing sign assemblies impacted by construction.

1.1 This provision is in addition to the requirements of the temporary relocation of existing signs and markers under Section 104.10.2 Signs and Markers.

2.0 Storage and Maintenance. The existing sign assemblies, posts and hardware that are to be relocated shall be maintained in accordance with Section 104.10.2, as shown on the plans or as directed by the engineer and it shall be the responsibility of the contractor to properly store and maintain them in good condition until it is time to re-install the signs.

2.2 The contractor shall exercise reasonable care in handling the sign assemblies and materials during removal and transportation. Should any of the signs be damaged by the contractor's negligence, they shall be replaced at the contractor's expense.

2.3 The contractor shall reinstall existing sign assemblies after the work is completed in the area that relocation is required. Sign assemblies to be reinstalled shall match their existing location or be relocated as shown in the plans or as directed by the engineer. Relocated sign assemblies shall be reinstalled, on new posts, with a new post base and breakaway assembly, in accordance with section 903.

3.0 Basis of Payment. Payment will be made at the contract unit price for bid item number 903-99.02, Relocation of Existing Sign Assemblies, per each. Payment shall constitute full compensation for all labor, materials, and equipment necessary to complete this item of work. No direct payment shall be made for new posts, post bases, backing bars, breakaway assemblies, movable supports, frames, temporary sign supports, transportation or storage for relocation of existing sign assemblies.

R. Property Owner Notification and Construction Coordination for Parcel 3

1.0 Description. This work involves notification of property owners and other items of work on Parcel 3.

2.0 Notification of Property Owners and Tenants. Two weeks after the project is awarded, the contractor shall notify the owner of Parcel 3 of the schedule and the timing of the work for the project and his schedule of work on their property.

2.1 Owner of Parcel 3:

Jim R. Pence
11126 MO Route A
Liberty, MO 64068
816-686-6859

3.0 Construction Requirements.

- The contractor shall coordinate traffic control, during the various stages of the project, with the property owner, so that deliveries will not be interrupted. At least one entrance to the property shall be open at all times.

- All disturbed areas, on or adjacent to Parcel 3, shall be re-sodded.
- No portion of the historic building, or any displays shall be disturbed by the contractor.
- The asphalt driveway, adjacent to Route A, shall be restored as soon as practical and shall be 8 inches thick, as shown in the plans.
- The area next to the existing culvert shall be graded, sodded and mowable (as shown in the plans)
- Sod shall be Thin Blade Fescue (see sodding JSP)
- All areas that have Turf Reinforcement Mat shall have sod adjacent to the mat

4.0 Method of Measurement. Measurement will be made for the various pay items shown in the contract.

5.0 Basis of Payment. All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for various pay items shown in the contract.

S. Temporary Livestock Containment Fencing

1.0 Description. This work involves the furnishing, installation, maintenance, and removal of temporary fence on Parcel 1.

2.0 Notification of Property Owner. Two weeks prior to any work commencing on or along the owner's property, the contractor shall notify the property owner and tenants (contact information listed below), of the schedule of the work on their property.

2.1 Owner of Parcel 1:

Hallmark Cards, Inc.
Erik Lund – Real Estate
2405 Grand, Ste 200
Kansas City, MO 64108
816-274-8042
Erik Lund -Mobile (913)461-4320

2.2 Tenants-Parcel 1

Mark and Alexandria Templeton
1626 E. State Rt. F
Kingston, MO 64650
Alex Templeton's Cell Phone No. (816) 632-9295

3.0 Construction Requirements.

The temporary fence shall be five-strand barb wire fence. All temporary fence materials shall be approved by the Engineer prior to installation. The temporary fence shall be installed as shown on the plans, or as directed by the engineer.

Prior to beginning work, the contractor is required to notify Owners and Tenants to coordinate the placement of temporary cattle fencing outside the new right of way and easement areas and ensure all cattle/livestock are removed from the area where the construction will be taking place. The fence shall be maintained by the contractor throughout the project to ensure the tenant's cattle are contained for the duration of construction. Contractor shall coordinate with the

owner/tenants as the work on Parcel 1 progresses, so that the owner/tenants can construct permanent fencing along the new right of way line immediately upon completion of the work on Parcel 1, and prior to the removal of the temporary fencing.

4.0 Method of Measurement.

Measurement of temporary fence will be made to the nearest linear foot and shall include gates, as directed by the engineer. No separate payment shall be considered for gates.

5.0 Basis of Payment. Sec 607.10.5 is supplemented by the following:

5.1 All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for item No. 607-99.03, "Temporary Fence", per linear foot.

T. Sodding

1.0 Description. This work shall consist of preparing the areas for sodding and placing approved live sod in accordance with Section 803. The entire area specified for sodding shall be covered with sod.

2.0 Material. The sod shall be a Thin Blade Fescue (also known as a "Fine Fescue") as designated on the plans. The sod shall be solidly knitted together, densely rooted, and thrifty. The sod shall contain a growth of not more than 25% of other grasses and clovers, be free from all prohibited and noxious weeds and be reasonably free of all weeds. The sod shall be cut in strips of uniform thickness with each strip containing at least 1/3 square yard (0.2 m²). Sod shall be cut into strips not less than 12 inches (300mm) wide. At the time of sod lifting, length of the top growth shall not exceed 3 inches (75mm). The thickness of the sod shall be determined by stacking ten pieces alternately with the soil of the first piece on the bottom. The height of the stack, without compression, shall exceed 11 inches (280mm) and the thickness of the soil portion of each piece shall not be less than 3/4 inch (20mm). All sod shall conform to the laws of Missouri and shall be obtained from sources meeting the approval of the Department of Agriculture, Plant Industries Division.

3.0 Construction Requirements.

3.1 Sod shall not be placed during a drought nor during the period from June 1 to September 1, unless otherwise authorized by the engineer, and shall not be placed on frozen ground. No dry or frozen sod shall be used.

3.2 The sod bed shall be prepared, limed, and fertilized in accordance with Sec 801. The bed shall be in a firm but uncompacted condition with a relatively fine texture at the time of sodding. Sod shall be moist and shall be placed on a moist earth bed. Sod strips shall be laid along contour lines and adjusted as necessary, beginning at the base of the area to be sodded and working upward. The transverse joints of sod strips shall be broken and the sod carefully laid to produce tight joints. The sod shall be firmed, watered and refirmed immediately after it is placed. The firming shall be accomplished by use of a lawn roller or tamper. On 3:1 (1:3) slopes or steeper, the sod shall be pegged with wood pegs approximately 1/2 inch x 12 inches (15 x 300mm) driven into ground, leaving about 1/2 inch (15mm) of the peg above the sod, and spaced not more than 2 feet (600mm) apart. Pegging of sod shall be done immediately after

the sod has been firmed. When sodding is completed, the sodded areas shall be cleared of loose sod, excess soil or other foreign material, and a thin application of topsoil shall be scattered over the sod as a top dressing and the areas thoroughly moistened.

3.3 The contractor shall keep all sodded areas thoroughly moist for 21 days after laying. The sod shall be living at the time of acceptance of the area.

4.0 Method of Measurement. Measurement will be made to the nearest square yard of approved sodded surface area as shown on the typical sections and plans. Any disturbed area beyond these specified limits will be sodded at the contractor's expense.

5.0 Basis of Payment. The accepted quantities of sodding will be paid for at the contract unit price for bid item number 803-99.05A, Fine Fescue Sodding, per square yard. No direct payment will be made for liming or fertilizing sodded areas.

U. Liquidated Damages Specified

1.0 Description. If the closure of Route A or 112th Street improvement is not complete (earthwork, pavement, culvert replacements, signing and pavement marking) and open to traffic, 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 **\$10,000 per day** for each full day that Route A or 112th Street open to traffic in both directions, in excess of the limitation as specified elsewhere in this special provision. The charge shall apply individually to each direction of travel. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

1.1 The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

V. Temporary Traffic Control

1.0 Description. All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the contractor. This will include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer.

2.0 Work requirements. Work shall be in accordance with Sec 612, 616, 619, 620 and the contract plans.

3.0 Method of Measurement. The quantities shown provided shall be considered an estimate and may be subject to change based on field conditions and the contractor's staging plan and should be bid accordingly. This work will not be measured for payment, but will be considered a lump sum unit. Any Value Engineering proposals to the temporary traffic control will not be paid for through value engineering but will be covered under Temporary Traffic Control, lump sum.

4.0 Basis of Payment.

4.1 Partial payments will be made as follows:

- (a) The first partial payment will be made when five percent of the original contract amount is earned. This payment will be the lesser of 50 percent of the contract price for the item of temporary traffic control or 5 percent of the original contract price.
- (b) The second partial payment will be made when 50 percent of the original contract amount is earned. This payment will be the lesser of 25 percent of the original contract price for the item of temporary traffic control or 2.5 percent of the original contract price.
- (c) The third partial payment will be made when 75 percent of the original contract amount is earned. This payment will be the lesser of 20 percent of the original contract price for the item of temporary traffic control or 2 percent of the original contract price.
- (d) When the engineer has accepted the contract for maintenance in accordance with Sec 105, the remaining contract price for the item of temporary traffic control will be paid.
- (e) The above partial payment schedule may be adjusted by the engineer if proof of invoices submitted by the contractor demonstrate additional temporary traffic control costs were incurred earlier than the above proposed schedule. The total payment for temporary traffic control will not exceed the bid amount for Temporary Traffic Control, lump sum, unless covered by a cost change order as referenced in the following Section 4.3.

4.1.1 For the purposes of this provision, the term “original contract price” will be construed as the total dollar value of the construction items (excluding temporary traffic control) of the original contract.

4.2 Temporary traffic control will be paid for at the contract lump sum price for Item:

| Item No. | Unit | Description |
|-----------|----------|---------------------------|
| 616-99.01 | Lump Sum | Temporary Traffic Control |

No direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

- (e) Providing channelizers, directional indicator barricades, moveable barricades, drums, etc.
- (f) Worker apparel.
- (g) Flaggers, pilot vehicles, and appurtenances at flagging stations.
- (h) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting including.
- (i) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (j) Removing existing pavement markings, installing temporary pavement markings, and removing and relocating temporary pavement markings as necessary for staging operations. Removal of pavement markings shall not mar the surface of the pavement.

4.3 Any additional work deemed necessary by the engineer that requires temporary traffic control and is not covered by the contract plans will be included in the cost change order for the additional work. However, if the added work is required in a stage where temporary traffic control is already in place, no additional traffic control pay will be allowed in this case.