

Job No.:	J7I3008	J7I3530	J7P3401
Route:	I-44	I-49	166
County:	Newton	Jasper	Newton

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.												
	<table><tr><td><u>JOB NO.</u></td><td><u>ROUTE</u></td><td><u>COUNTY</u></td></tr><tr><td>J7I3008</td><td>I-44</td><td>Newton</td></tr><tr><td>J7I3530</td><td>I-49</td><td>Jasper</td></tr><tr><td>J7P3401</td><td>US 166</td><td>Newton</td></tr></table>	<u>JOB NO.</u>	<u>ROUTE</u>	<u>COUNTY</u>	J7I3008	I-44	Newton	J7I3530	I-49	Jasper	J7P3401	US 166	Newton
	<u>JOB NO.</u>	<u>ROUTE</u>	<u>COUNTY</u>										
	J7I3008	I-44	Newton										
J7I3530	I-49	Jasper											
J7P3401	US 166	Newton											
DATE PREPARED: 08/09/2021													
ADDENDUM DATE:													

Only the following items of the Job Special Provisions (Roadway) are
authenticated by this seal: All

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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

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 (J7I3530 and J7P3401)
 Notice to Proceed: January 31, 2022 (J7I3008)
 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
J7I3008	282	\$7,600
J7I3530	36	\$2,300
J7P3401	32	\$3,200

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 **\$2,000** 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 **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above 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. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

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.

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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 1, 2022 – 6:00 a.m. July 5, 2022
12:00 noon June 30, 2023 – 6:00 a.m. July 5, 2023

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

3.3 The contractor shall be aware that traffic volume data indicates construction operations on the roadbed of I-44 between the hours of 7:00 a.m. to 7:00 p.m. Sunday through Saturday will likely result in traffic queues greater than 15 minutes. Based on this data, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

3.4 Any work requiring a reduction in the number of through lanes of traffic on I-44 shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:00 p.m. to 7:00 a.m. for this project.

3.5 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, 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 delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

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 the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The resident engineer's office shall also be notified when the contractor requests emergency assistance.

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

Missouri Highway Patrol Troop D: (417) 895-6868
MoDOT Customer Service: (417) 895-7600
Jasper County Sheriff: (417) 358-8177 Jasper County Emergency Management: (417) 623-5858
Newton County Sheriff: (417) 451-8300 Newton Emergency Management: (417) 451-4357

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Carthage City Police: (417) 237-7200	Carthage Fire Department: (417) 237-7100
Diamond City Police: (417) 325-5411	Diamond Fire Department: (417) 325-4442
Duenweg City Police: (417) 623-2263	Duenweg Fire Department: (417) 623-7408
Joplin City Police: (417) 623-3131	Joplin Fire Department: (417) 624-0403
Quapaw Tribe Marshals Service: (918) 238-3137	Quapaw Nation Fire Station at Downstream Casino Resort: (918) 675-4200
	Redings Mill Fire Department: (417) 624-2715

Emergency Only Numbers
911
*55 cell phone – Missouri Highway Patrol
417-864-1160 – MoDOT Incident Management Coordinator

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

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

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

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.

Craig switzer - Project Contact
MoDOT Joplin Regional Office
Phone: (417) 621-6331
Email: CRAIG.SWITZER@MODOT.MO.GOV

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

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F. Utilities (J7I3008)

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Kenny Kenworth 321 W. 8th Street Joplin, MO 64801 Phone: 417-625-8092 Email: kk7429@att.com	None	Communications
City of Joplin Mr. David Hertzberg 602 S Main Street Joplin, MO 64801 Phone: 417-624-0820 Email: dhertzbe@joplinmo.org	None	Sewer
Drivewyze / Intelligent Imaging System Andre Despins Phone: 587-774-1603 Email: adespins@drivewyze.com	None (See Section 2.0)	Weigh in Motion Sensors
Lumen (CenturyLink) Bobby Kennedy 110 E. Hadley St. Republic, MO 65738 Phone (636) 887-6273 Email: bobby.kennedy@lumen.com	None	Communications
Liberty Utilities (The Empire District Electric) Aaron Russell 3400 S Kodiak Road Joplin, MO 64804 Phone: 417-625-5178 Email: aaron.russell@libertyutilities.com	None	Power
Liberty Utilities (Empire Connect) Mr. Brad Myer P.O. Box 127 720 Schifferdecker Joplin, MO 64802 Phone: 417-625-5179 Email: bmyers@empiredistrict.com	None	Communications

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Missouri American Water Jeremy Boes 2323 Davis Blvd. Joplin, MO 64801 Phone: 417-529-9776 Email: jeremy.boes@amwater.com	None	Water
MoDOT – Signals, Lighting, ITS Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-766-3824 Email: joseph.dotson@modot.mo.gov	None (See Section 3.0)	Signal, Lighting, ITS
New-Mac Electric Cooperative Mr. Stan Irsik P.O. Box 310 12105 E. Highway 86 Neosho, MO 64850 Phone: 417-451-1515 ext. 114 Email: sirsik@newmac.com	None	Power
Optic Communications Rodney Oels 224 S. Kansas Ave. Columbus, KS 66725 Phone: 855-806-7325 Email: roels@optic-communications.com	None	Communications
Prepass / CVO Holding Company, LLC Robert Stein 101 N. 1st Ave, Suite 2200 Phoenix, AZ 85003 Phone: 623-764-3242 email: bob.stein@cvo.com	None (See Section 4.0)	Weigh in Motion Sensors
Sparklight (CableOne) Randy Kennedy 2600 S. Davis Blvd. Joplin, MO 64804 Phone: 417-624-6340 Email: randy.kennedy@cableone.biz	None	Communications
Spire Energy (MGE) Ken Stegall 520 E. 5th Street Joplin, MO 64801 Phone: 417-626-4831 Email: Ken.Stegall@spireenergy.com	None	Gas

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Southern Star Central Gas Pipeline
Mike DeGraeve
6300 S. Range Line Road
Joplin, MO 64804
Phone: 270-852-5125
Email: mike.degraeve@sscgp.com

None

Gas

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 Drivewyze / Intelligent Imaging System. Drivewyze has weigh-in-motion sensors within the project limits. Their equipment is located within both lanes and in both directions. The contractor shall contact Andre Despins @ 587-774-1603 a minimum of 2 weeks prior to milling pavement for locates and to coordinate with Drivewyze to unhook (turn off) their equipment. Drivewyze has given their approval to damage and/or remove the weigh-in-motion sensors to facilitate the milling and resurfacing. The weigh-in-motion sensors are to be replaced by Drivewyze after the project is completed. Contractor shall mill and resurface a minimum of 3" in depth from 15 feet before the first weigh-in-motion sensors to 15 feet after the second weigh-in-motion sensors. This would be a total length of approximately 40 feet. This will allow Drivewyze to install their new equipment entirely within a new layer of asphalt.

3.0 MoDOT – Signals, Lighting, ITS. MoDOT has detector loops, highway lighting and additional equipment within the project limits. Contractor shall contact Shannon Johnson @ 417-291-6195 a minimum of 2 weeks prior to milling pavement for issues related to MoDOT equipment. Contractor shall be responsible for installing new detector loops as shown in the roadway plans.

4.0 Prepass / CVO Holding Company, LLC. Prepass has weigh-in-motion sensors within the project limits. Their equipment is located within the driving lanes in both the eastbound and westbound direction. The contractor shall contact Abel Macias @ 417-291-4979 a minimum of 2 weeks prior to milling pavement for locates and other issues related to the site and equipment.

Eastbound. Do not disturb the sensors and loops in the eastbound direction. The milling and resurfacing through this area is to be omitted to avoid damaging the equipment. Contact Abel Macias @ 417-291-4979 and verify the omitted area of milling and resurfacing.

Westbound. Prepass no longer requires the use of the weigh-in-motion sensor in the westbound direction. Therefore, they have given their approval to damage and/or remove the weigh-in-motion sensors to facilitate the milling and resurfacing.

5.0 Within 15 days of the issuance of NTP, the contractor shall contact Aaron Hubbard with MoDOT Motor Carrier Services at (573) 522-5328 to keep him informed of the schedule for work at the Drivewyze and Prepass weigh-in-motion sensors.

G. Utilities (J7I3530)

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Kenny Kenworth 321 W. 8th Street Joplin, MO 64801 Phone: 417-625-8092 Email: kk7429@att.com	None	Communications
Lumen (CenturyLink) Bobby Kennedy 110 E. Hadley St. Republic, MO 65738 Phone (636) 887-6273 Email: bobby.kennedy@lumen.com	None	Communications
MoDOT – Signals, Lighting, ITS Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-766-3824 Email: joseph.dotson@modot.mo.gov	None (See Section 2.0)	Signal, Lighting, ITS

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 MoDOT – Signals, Lighting, ITS. MoDOT has Highway Lighting just outside the edge of pavement along the ramp. Contractor shall contact Shannon Johnson @ 417-291-6195, 30 days prior to Construction. Contractor shall be responsible for installing new lighting equipment as shown in the roadway plans.

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H. Utilities (J7P3401)

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Kenny Kenworth 321 W. 8th Street Joplin, MO 64801 Phone: 417-625-8092 Email: kk7429@att.com	None	Communications
Liberty Utilities Aaron Russell 3400 S Kodiak Road Joplin, MO 64804 Phone: 417-625-5178 Email: aaron.russell@libertyutilities.com	None	Power
Missouri American Water Jeremy Boes 2323 Davis Blvd. Joplin, MO 64801 Phone: 417-529-9776 Email: jeremy.boes@amwater.com	None	Water
MoDOT – Signals, Lighting, ITS Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-766-3824 Email: joseph.dotson@modot.mo.gov	None (See Section 2.0)	Signal, Lighting, IT
Optic Communications Rodney Oels 224 S. Kansas Ave. Columbus, KS 66725 Phone: 855-806-7325 Email: roels@optic-communications.com	None	Communications
Quapaw Downstream Casino 69300 E. Nee Rd. Quawpaw, OK 74363 Phone: 918-919-6904	None	Gas, Sewer

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 MoDOT – Signals, Lighting, ITS. MoDOT has detector loops in the pavement within the project limits for a traffic signal. Contractor shall contact Shannon Johnson @ 417-291-6195, 2 weeks prior to milling pavement. Contractor shall be responsible for installing new detector loops as shown in the roadway plans.

I. Contractor Quality Control

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

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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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.

J. Optional Temporary Pavement Marking Paint (J7I3008)

1.0 Description. This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2022, as allowed herein. PPMP is defined as Standard Waterborne Paint and High Build Waterborne Paint and does not include Sec 620.20.3 Durable Pavement Markings.

1.1 No application of PPMP shall occur between October 1, 2022 and March 1, 2023, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2022, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2022, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2023. All PPMP shall be completed prior to June 1, 2023. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.

1.2 Use of TPMP Prior to October 1. The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2022, even when there is sufficient time to complete the PPMP prior to October 1, 2022. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.

1.2.1 The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.

2.0 Construction Requirements. TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor's expense and without marring of the pavement surface.

2.1 Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer's recommendation, or for a period of 12 hours, whichever is greater.

3.0 Weather Limitations. All weather limitations specified in Sec 620 for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with Sec 620.10.6, shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No

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additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP. Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.

4.0 Time Exception. If application of PPMP is to be delayed to the spring of 2023, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.

4.1 Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time thru June 1, 2023, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June 1, 2023.

5.0 Method of Measurement. No final measurement will be made for TPMP.

6.0 Basis of Payment. Full payment for TPMP will be made at the contract lump sum price even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.

6.2 If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

Item Number	Description	Unit
6209901	TEMPORARY PAVEMENT MARKING PAINT	LS

K. Damage to Existing Pavement, Shoulders, Side Roads, 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 or shoulder areas or damaged 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 expenses.

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L. Pavement Marking Log

1.0 Description. This work shall consist of the Contractor documenting the location of all existing pavement markings prior to coldmilling or resurfacing and installing new pavement markings to match the scheme that was in place prior to the project.

2.0 Construction Requirements. Prior to the start of resurfacing work, the Contractor shall document the color, type, and location of the existing pavement markings, including any change in pavement marking (e.g., solid yellow to intermittent yellow on the centerline) and no passing zones. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing pavement marking information.

2.1 The existing pavement marking documentation provided by the Contractor shall include the location of existing pavement markings by either station or log mile. The Engineer shall reserve the right to make adjustments to the final pavement marking locations. The Engineer will provide the Contractor with any adjusted locations. Under no circumstances shall the Contractor make adjustments to the location of permanent pavement markings without the Engineer's approval.

2.2 All permanent pavement markings shall be installed in accordance with Sec 620.

3.0 Temporary Pavement Marking. The Contractor shall provide temporary pavement marking in accordance with Sec 620 and Standard Plan 620.10. No compensation will be made to the Contractor for temporary pavement marking.

4.0 Method of Measurement. Measurement will be made in accordance with Sec 620.

5.0 Basis of Payment. No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the pavement marking (Sec 620) line items in the contract.

M. Permanent Pavement Marking – SW

1.0 Description. This work shall consist of furnishing and placing permanent centerline, edge line, and lane line markings as specified, at locations shown on the plans or as approved by the engineer. This work shall be in accordance with Section 620 and specifically as follows.

2.0 Construction Requirements. On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips.

3.0 Basis of Payment. The accepted quantity of permanent pavement marking paint will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material or time necessary to complete the described work including any other incidental items.

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N. Contractor Furnished Surveying and Staking – SW

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

1.0 Description. The contractor shall be responsible for all layout required on the project. This responsibility shall include, but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, etc.

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

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

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

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

O. Temporary Short-Term Rumble Strips - J7P3401

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

2.0 Material.

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

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

3.0 Construction.

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

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

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

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

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

P. Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure) (J7P3401)

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.

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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

Q. Detour (J7I3530)

1.0 Description. The plans show a detour to be used when the WB I-44 to NB I-49 ramp is closed. The contractor shall make every effort to minimize this ramp closure. No other detours are permitted, unless approved by the engineer.

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1.1 Detour (WB I-44 to NB I-49). Westbound I-44 traffic will go west and take Exit 13 (Prigmore Avenue) and then go to I-44 eastbound.

1.2 Detour (NB I-49 to WB I-44). Northbound I-49 will go north and take Exit 47 (Cedar Road) and then go to I-49 southbound.

2.0 Basis of Payment. The accepted traffic control quantities will be paid for at the contract unit price, including all labor, equipment, and material costs required to fulfill the requirements of the special provision. Any cost associated with these provisions shall be considered completely covered in the unit cost for the other bid items in the contract.

R. Soil Fertility and Seeding Recommendations (J7I3530)

Fertility recommendations should be considered a preliminary minimum. Major grading may need a follow up soil test. Any revisions or deviations from contract seed mixtures and applications must be approved by the Roadside Section of MoDOT's Maintenance Division.

Route	I-49 north entrance ramp
County	Jasper
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Pounds per Acre				
	Nitrogen (N)	Phosphorous (P₂O₅)	Potash (K₂O)	Effective Neutralizing Material
Beyond 30'	40	160	80	0
Within 30'	80	320	160	0

Note: pH level is slightly high, the soil would benefit by the incorporation of any available organic material such as compost or fine wood mulch in the final grade.

Cool Season Mixture Within the First 30 Feet Pounds Pure Live Seed (PLS) per Acre	
Tall fescue	100 lbs.
Teff grass	4 lbs.
Perennial ryegrass	8 lbs.
Annual ryegrass	7 lbs.
White clover	8 lbs.
Oats	8 lbs.
TOTAL	135 PLS lbs./acre

Warm Season Mixture Beyond the First 30 Feet and Steeper Than 3:1 Slopes Pounds Pure Live Seed (PLS) per Acre	
Indiangrass	6 lbs.
Big bluestem	4 lbs.
Little bluestem	5 lbs.
Sideoats grama	4 lbs.
Switchgrass	2 lbs.
Virginia or Canada rye	2 lbs.
Tall dropseed	0.5 lbs.
Purple prairie clover	0.5 lbs.
Teff grass	3 lbs.
Annual rye	5 lbs.
Perennial ryegrass	5 lbs.
Tall fescue	10 lbs.
Red fescue	5 lbs.
Redtop	1.5 lbs.
Partridge pea	3 lbs.
White clover	5 lbs.
Gray headed coneflower	0.25 lbs.
Black-eyed Susan	0.25 lbs.
Oats	5 lbs.
TOTAL	67 PLS lbs./acre

S. ADA Compliance and Final Acceptance of Constructed Facilities (J7P3401)

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

www.modot.org/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 *When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.*

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

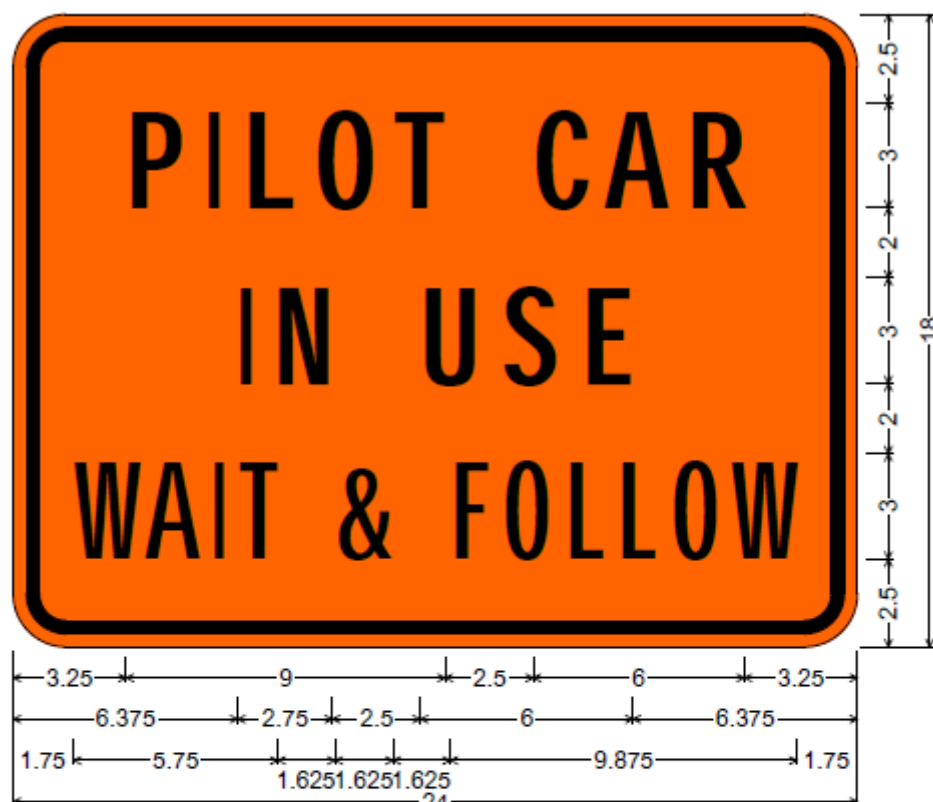
5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

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

T. Pilot Car in Use – Wait and Follow Sign (J7P3401)

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		

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U. 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:

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- (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

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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

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value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

V. Optional Pavements (J7I3530)

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 thicker 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.

W. Optional Shoulder (J7I3530)

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.

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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 Edges, 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.

X. Use of Crossovers and Truck Entrances

1.0 Description. The contractor is advised that at no time shall the contractor be allowed to use the existing median crossovers or install temporary crossovers to turn around during hauling operations or for the moving of equipment. The contractor is also prohibited from constructing any temporary entrances to the mainline of the interstate.

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.

Y. Bridge End Transitions (J7I3008)

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 a smooth transition and approach to the bridge. The limits of all bridge end transitions shall be approved by the engineer before any milling proceeds on these transitions. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

Z. Linear Grading for ADA Facilities (J7P3401)

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

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

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

2.2 The contractor shall be responsible for all excavation and embankment work necessary to facilitate construction of new ADA compliant facilities; normally consisting of subgrade and subsequent finished grading for sidewalks, curbs, curb ramps; and may include miscellaneous grading work for items such as ditches, entrances, paved approaches, driveways and pipes, at or adjacent to proposed new sidewalk facilities.

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

2.4 All removals of Portland or Asphaltic Concrete performed under this provision will require saw-cutting a neat/clean edge along the removal lines at no direct pay, unless otherwise provided for in the contract.

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

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

4.1 No direct payment will be made for "REMOVAL OF IMPROVEMENTS" associated with the removal and disposal of sidewalks, curbs, curb ramps, entrances, and other incidentals required for construction of the new sidewalk and/or curb ramps.

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AA. Loop Detectors (J7I3008, J7P3401)

1.0 Description. This work shall consist of providing loop detectors for signal installations. Detectors shall be in accordance with the standard specifications and installed to provide detection at locations as shown on the plans or as directed by the engineer.

2.0 Method of Measurement. Method of measurement will be in accordance with Sec 902.

3.0 Basis of Payment. Loop Detectors will be paid for at the contract unit price for Pay Item No. 902-85.00, Cable, Loop Detector, In Duct, per linear foot. No direct payment will be made for incidental items necessary to complete the work.

BB. Coordination of Traffic Control with Adjacent Governmental Entities (J7I3008, J7P3401)

1.0 Description. This project is adjacent to roadways owned and operated by governmental entities outside the jurisdiction of the Missouri Highways and Transportation Commission. Adjacent governmental entities may include other states, counties, townships, special road districts, Turnpike authorities, Tribal authorities, or other governmental agencies responsible for owning, operating, and maintaining roadways within their respective jurisdictions.

1.1 The adjacent governmental entities impacted by this project are listed below. Traffic control devices will need to be set up on routes owned by adjacent governmental entities in order to facilitate the construction operations in Missouri. Details can be found in the project plans.

- (a) Kansas Department of Transportation (KDOT): Kansas Route 166 / 400 adjacent to Missouri Route 166 / 400 at the state line.
- (b) Oklahoma Turnpike Authority: Oklahoma Interstate 44 (Will Rogers Turnpike) adjacent to Missouri Interstate 44 at the state line.
- (c) Quapaw Nation: Nee Road adjacent to Downstream Boulevard at the Kansas state line, and Greenwood Drive east of the roundabout.

2.0 Construction Requirements.

2.1 MoDOT has made initial contact with adjacent governmental entities to inform them of the upcoming project and to give them an approximate timeline for the work. The contractor shall contact adjacent governmental entities once the construction schedule is known, and shall provide the entities with all details concerning the construction schedule, traffic control setup, and any other items of work that will be needed along or adjacent to entity-owned roadways. Contact information will be furnished by the engineer upon request.

2.2 Any required permits, agreements, MOUs, or other approvals for work outside of Missouri Highways and Transportation Commission jurisdiction shall be solely between the contractor and the adjacent governmental entity. Signed copies of any such permits, agreements, MOUs, or other approvals shall be furnished to the engineer.

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2.3 All traffic control devices installed within the adjacent governmental entity jurisdiction shall be in accordance with Sec 616.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment.

4.1 No direct payment will be made for fulfilling the requirements of this provision.

4.2 Payment for any permit fees, tolls, or additional traffic control devices required as a condition of adjacent governmental entity approval will be the sole responsibility of the contractor.

4.3 Payment for traffic control devices as shown in the project plans will be made according to the contract unit prices for the traffic control line items included in the contract.

CC. Permanent Traffic Count Stations (J7I3008)

1.0 Description. There are existing permanent traffic count stations on Interstate 44 in the eastbound lanes at approximately log mile 2.4 and in the westbound lanes at approximately log mile 290.8. The contractor will most likely disturb the detection loops when coldmilling and resurfacing the pavement. The contractor shall notify Spencer Robinson with MoDOT at (573) 508-4656 two weeks before work is to begin on the pavement near the area of the existing permanent traffic count station sensors. The contractor will not be required to complete any repair work to the detection loops.

DD. 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.

EE. Liquidated Damages Specified

1.0 Description. If Welcome Center ramp improvements are not completed in five (5) calendar days 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,

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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 \$7,600 per day for each full day that Welcome Center ramp improvements are not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. 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.

2.0 The contractor shall notify both MoDOT contacts, Gregory Chapman and Aaron Underwood, listed below, within fifteen (15) days of Notice to Proceed to schedule the closure. The Commission anticipates five (5) calendar days to complete the "Liquidated Damages Specified" Welcome Center field requirements.

Aaron Underwood
General Services Manager
Missouri Department of Transportation
3025 E Kearney St
Springfield, Mo 65803
Phone: (417) 829-8033
Cell: (417) 434-8762
Email: Aaron.Underwood@modot.mo.gov

Gregory Chapman, PE
District Administrative Officer
Missouri Department of Transportation
3025 E Kearney St
Springfield, Mo 65803
Phone: (417) 895-7627
Cell: 417-912-2270
Email: Gregory.Chapman@modot.mo.gov

FF. Cooperation Between Contractors (J7I3008)

1.0 Description. This contract is one of several contemplated relative to the overall project. Separate contracts may be let that will be within this contracts area.

2.0 Construction Requirements.

2.1 The work for this project shall be performed in the order necessary to best facilitate the early completion of the combined projects on this improvement. The contractor shall be required to arrange the storage of materials and equipment and perform the construction operations so as not to unduly interfere with the operations of other contractors. This may require the contractor to store equipment and materials off state right of way and make the necessary arrangements for storage sites.

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2.2 Full cooperation of the contractors involved with this improvement in careful and complete coordination of their respective activities in the area will be required. Each contractor involved shall so schedule and conduct work as to avoid unnecessary inconvenience, delay to another and a manner as not to damage work being performed or completed by another. When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

2.3 Cooperation with Jobs.

J7S3389 – Eastbound I-44 between log miles 5.641 and 5.834, and westbound I-44 between log miles 287.327 and 287.518 – High Friction Surface Treatment. Resurfacing through this segment **shall be completed by August 1, 2022** to facilitate placement of the high friction surface treatment.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.