

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

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

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Job No. J6P3448
Various Routes
Various Counties

	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: J6P3448 VARIOUS COUNTIES, MO DATE PREPARED: 4/3/2024
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: ALL	

JOB
SPECIAL PROVISIONS

A. General – State JSP-09-03J

1.0 Description. The Federal Government is not participating in the cost of construction of this project.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has 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.

State Wage Rates

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 2023 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. Project Contact for Bidder / Contractor Questions

1.0 Any project specific questions shall be directed to the to the following contact:

Stacey Smith P.E.
Project Manager
Missouri Department of Transportation
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017
Email: Anastasia.Smith@modot.mo.gov

2.0 Upon award and execution of the contract, the successful bidder/contractor shall forward all questions and coordinate the work with the contract administrator. The contract will be administered and inspected by the engineer/contract administrator listed below:

Tim Hellebusch, P.E.
Resident Engineer
Missouri Department Of Transportation
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017
Email: Tim.Hellebusch@modot.mo.gov
Telephone Number: 314-239-5975

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

C. Scope of Work

1.0 The scope of work for this project is to provide chain-link fence repair and replacement on an as needed basis in response to vehicle damage and similar sudden occurrence, such as physical damage by the elements, but not solely as a result of wear and tear or changes in standards not in connection with a sudden occurrence. The contractor will be notified of the need for work by written notice on a location by location basis.

2.0 The maximum limits of work within a Job Order will be limited to one-half mile in length, as measured along the center of the roadway or median. This limitation does not include the advance traffic control set-up, which may extend outside the work limits.

3.0 The work will be performed along Commission maintained roadways in Franklin, Jefferson, St. Charles, and St. Louis Counties and St. Louis City.

4.0 The contract includes pay items to repair chain-link fence systems by removal and replacement of major components and assemblies that have been damaged.

5.0 The contract includes pay items for removal of existing fence systems and installation of new fence systems and related appurtenances complete in place. The engineer may order a new fence system or related appurtenance to be installed when the existing system is damaged to such a significant extent that it is in the best interest of the Commission and the traveling public to install new current standard material, complete in place, rather than repair the existing system. New fence systems may be used to replace an entire existing system which is partially or wholly damaged or selected portions of such damaged system. Installation of new fence systems may require conformance to location specific plans provided by the engineer. The work may involve adjusting the location of new fence systems to properly protect the feature for which the existing damaged system was originally installed. The determination of when an existing fence system is significantly damaged such that it requires installation of a new system, rather than repair, or when an existing system requires adjusting the location will be made by the engineer.

6.0 The engineer reserves the right to have others perform some or all of the work at individual locations based on the needs of the Commission.

7.0 Work may be required during both daytime, nighttime, and/or weekend hours.

D. Job Order Contract

1.0 A Job Order Contract is an indefinite quantity contract pursuant to which the contractor shall perform the work itemized in a Job Order at individual work locations throughout the project limits. The contractor shall perform all tasks itemized in the Job Order.

2.0 The engineer may identify the required work at an individual work location in collaboration with the contractor at a Joint Scope Meeting, unless the engineer approves other arrangements. The engineer will provide the contractor with a draft Detailed Scope of Work which the contractor shall review. Once the detailed Scope of Work is agreed upon, the engineer will issue a Job Order to the contractor. At any given time, the contractor may be performing more than one Job Order.

3.0 The contract includes a list of fixed cost pay items with fixed unit prices. Payment for the work will be determined by multiplying the fixed unit prices by an applicable Adjustment Factor. The contractor shall bid the Adjustment Factor to be applied to the fixed unit prices. The total cost of an individual Job Order will be determined by multiplying the fixed unit price of each fixed cost pay item by the Adjustment Factor.

4.0 Definitions.

4.1. Detailed Scope of Work. A written document that sets forth the work the contractor is obligated to perform in connection with a particular Job Order.

4.2 Job Order. A written order from the engineer to the contractor directing the work required at an individual work location in accordance with the Detailed Scope of Work within the Job Order Completion Time.

4.3 Job Order Completion Time. The time within which the contractor must complete the Detailed Scope of Work for a particular Job Order.

4.4 Fixed Cost Pay Item. Work for which a description and fixed cost is set forth in the fixed cost pay item list.

4.5 Non-Fixed Cost Pay Item. Work for which a description and fixed cost is not set forth in the pay item list. Payment for non-fixed cost pay items will be determined in accordance with Sec 109.4.2, 109.4.3, or 109.4.4. Non-fixed cost pay items will be paid using an Adjustment Factor of 1.000.

E. Procedures for Developing a Job Order

1.0 Initiation of a Job Order. The engineer will notify the contractor of a potential Job Order by issuing a Notice of Joint Scope Meeting. The notification will be issued by electronic mailing, unless the engineer approves other arrangements. The contractor shall confirm receipt of all job orders by the same means as issued.

1.1 The contractor shall attend the Joint Scope Meeting and be prepared to discuss, at a minimum:

- a. The general scope of the work;
- b. Existing conditions, presence of waterways, wetlands, or other natural resources;
- c. Presence of hazardous materials;
- d. Methods and alternative for accomplishing the work;
- e. Access to the site;
- f. Staging area availability/location;
- g. Requirements for catalog cuts, technical data, samples and shop drawings;
- h. Requirements for professional services, including sketches, drawings, and specifications;
- i. Hours of operation;
- j. Anticipated working days and schedule;
- k. Liquidated damages;
- l. Specific quality requirements for equipment and material;
- m. List of anticipated Subcontractors and Material Suppliers.

1.2 Upon completion of the joint scoping process, the engineer will prepare a draft detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The contractor shall review the proposed detailed Scope of Work and request any desired changes or modifications thereto. When an acceptable detailed Scope of Work has been completed, the engineer will issue a Draft Job Order.

1.3 The contractor does not have the right to refuse to perform any Job Order or any work identified in a Job Order. If the contractor refuses to perform any Job Order or any work identified in a Job Order, the contractor may be considered to be in default in accordance with Sec 108.

2.0 Preparation Of The Job Order. The engineer will prepare a Draft Job Order and submit the order to the contractor for final review. The contractor and the engineer will jointly review the Draft Job Order and finalize the order. Establishment of pricing for any non-fixed cost pay items shall be in accordance with Sec 109.4.2 or 109.4.3. If no agreement to pricing can be made, then the work will proceed with payment for non-fixed cost items under Sec 109.4.4.

2.1 When the engineer and contractor have agreed to the scope of work and Fixed Cost and Non-Fixed Cost tasks to be performed, the engineer will finalize the official Job Order and submit a signed Job Order for the contractor to review and sign. The affixed signatures by the engineer and the contractor shall bind the Job Order. If the contractor is not clear or in disagreement with the terms of the Job Order he shall NOT sign the Job Order, but shall work with the engineer to clear up any discrepancies in the work to be done. If the contractor fails to execute the Job Order, the contractor may be considered to be in default in accordance with Sec 108.

3.0 The Commission reserves the right to cancel or reject a Job Order for any reason. The Commission also reserves the right not to issue a Job Order if that is determined to be in the best interests of the Commission. The contractor shall not recover costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, subcontractor costs, and the cost to review the Job Order Proposal with the Commission.

4.0 Job Order Issuance. The Job Order will be signed by the engineer and delivered to the contractor. The Job Order will reference the Detailed Scope of Work and set forth the amount to be paid and the time to complete the work.

5.0 Notice to Proceed. Each Job Order will include a notice to proceed, which will stipulate the date the contractor is expected to begin work. The notice to proceed date will normally be within 3 calendar days after the job order is issued.

6.0 Job Orders. A job order is a written notice from the engineer to the contractor directing the work to be performed at each work location. A separate job order will be issued for each work location. A job order is considered a contract document as defined in Sec 101.2.

6.1 Job Order Information. The job order will provide the following information:

- (a) Job order number and MoDOT Property Damage (PD) number
- (b) County, route, and location
- (c) Date and time of issuance
- (d) Notice to proceed date and time
- (e) Required completion date
- (f) Designation of nighttime work (if needed)
- (g) Traffic control plan type
- (h) Additional traffic control devices (if needed)
- (i) Speed limit reduction and normal speed limit (if needed)
- (j) General description of repair
- (k) Estimated repair quantities
- (l) Name and signature of the engineer

6.2 Multiple Job Orders. The engineer may issue multiple job orders with the same or overlapping completion periods.

6.3 Completed Job Orders. The contractor shall provide the following information on the contractor's copy of the completed job order:

- (a) Actual date and time that repairs are completed
- (b) Actual repair materials used to complete the work
- (c) Signature of the contractor's authorized representative certifying that the work is complete
- (d) Missouri One Call (800 Dig Rite) "all clear" reference number indicating the contractor's notification of the Missouri One Call utility locate system
- (e) MoDOT Signal & Lighting Locates "all clear" reference number indicating the contractor's notification of MoDOT's utility locate system

6.4 One copy of all completed job orders shall be returned to the engineer with the contractor's monthly request for payment unless otherwise directed by the engineer.

F. Term of Contract

1.0 The term of this contract shall be for the period commencing *July 1st, 2024* and ending *June 30, 2025*.

2.0 Any work already ordered or in progress when the contract term ends shall be completed in accordance with the provisions, price proposals and timelines established in the issued Job Order(s), or liquidated damages will be assessed against the contractor in accordance with the provisions of this contract.

3.0 The contract may be extended under the original terms and contract prices for the period commencing *July 1, 2025* and shall end *June 30, 2026* for a maximum contract term of two (2) years. If, in the sole discretion of the Commission, the Commission desires to extend the contract, the contractor will be given written notification of the extension no later than December 1 of the current contract year. The contractor shall provide written notification of acceptance or rejection of the extension of this contract no later than January 1 of the current contract year. If the option for extending the contract is exercised by MoDOT, a time adjustment change order will be issued by the Commission to extend the contract to the new term limits. The contractor shall increase the performance contract bond to an amount equal to the original contract amount plus the extended contract amount (i.e., double the original bond amount).

G. Fixed Unit Price List - Fence Repair

1.0 Description. A fixed unit price list containing unit prices associated with Fence Repair is listed below. Fixed unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the construction task. All labor, material, equipment and work required by a specification shall be considered part of the fixed unit price, unless otherwise stated elsewhere in this contract. Pay limits will be defined in the approved Job Order.

2.0 Fixed Unit Price List for Fence Repair Job Orders.

MISC. TRAFFIC CONTROL ITEMS			
<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Fixed Unit Price</u>
6169902	MISC. WORK BEYOND SHOULDER	EA	\$250.00
6169902	MISC. SHOULDER WORK - UNDIVIDED ROADWAYS	EA	\$250.00
6169902	MISC. RIGHT SHOULDER WORK - HIGH SPEED ROADWAY	EA	\$350.00
6169902	MISC. LEFT SHOULDER WORK - HIGH SPEED ROADWAY	EA	\$500.00
6169902	MISC. 1-LANE 2-WAY OPERATION W/ FLAGGERS	EA	\$800.00
6169902	MISC. SINGLE LANE CLOSURE	EA	\$900.00
6169902	MISC. PARTIAL RAMP CLOSURE	EA	\$400.00
6169902	MISC. COMPLETE RAMP CLOSURE	EA	\$600.00

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6169902	MISC. ENTRANCE RAMP AREA, MAINLINE WORK	EA	\$400.00
6169902	MISC. ENTRANCE RAMP AREA, ACCEL LANE WORK	EA	\$400.00
6169902	MISC. EXIT RAMP AREA, MAINLINE/DECEL LANE WORK	EA	\$400.00
6169902	MISC. ADDITIONAL TRUCK MOUNTED ATTENUATOR	EA	\$350.00
6169902	MISC. ADDITIONAL FLASHING ARROW PANEL	EA	\$100.00
6169902	MISC. ADDITIONAL DIRECTIONAL INDICATOR BARRICADE	EA	\$15.00
6169902	MISC. ADDITIONAL CHANNELIZER (TRIMLINE)	EA	\$11.00
6169902	MISC. ADDITIONAL CMS (CONTRACTOR FURNISHED/RETAINED)	EA	\$1,100.00
6169902	MISC. SEQUENTIAL FLASHING WARNING LIGHT	EA	\$50.00
6169904	MISC. ADDITIONAL CONSTRUCTION SIGNS	SF	\$4.00

FENCE ITEMS			
<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Fixed Unit Price</u>
2029902	MISC. REMOVE EXIST CONCRETE POST FOOTING (CH-L)	EA	\$75.00
2029903	MISC. REMOVE CHAIN-LINK FENCE	LF	\$5.00
6071012A	CHAIN-LINK FENCE DRIVEN POSTS (60 IN.)	LF	\$30.00
6071013A	CHAIN-LINK FENCE DRIVEN POSTS (72 IN.)	LF	\$38.00
6079903	MISC. CHAIN-LINK FENCE - VINYL (60 IN)	LF	\$32.00
6071043A	3-STRAND BARBED WIRE EXTENSION FOR CHAIN-LINK FENCE	LF	\$5.25
6071067	(112 IN.) CURVED TOP PEDESTRIAN FENCE (STRUCTURES)	LF	\$140.00
6079902	MISC. 5 FT X 60 IN CHAIN-LINK WALK GATE (GALV)	EA	\$500.00
6079902	MISC. 12-16 FT X 60 IN CHAIN-LINK DRIVE GATE (GALV)	EA	\$1,700.00
6079902	MISC. RESTRETCH/REATTACH FAB TO POST (CH-L)	EA	\$16.00
6079902	MISC. REALIGN LINE POST (CH-L)	EA	\$20.00
6079902	MISC. REALIGN END, CORNER, GATE, PULL POST (CH-L)	EA	\$20.00
6079902	MISC. R&R 5' LINE DRIVEN POST (GALV)	EA	\$75.00
6079902	MISC. R&R 5' END, CORNER, GATE, PULL POST (GALV)	EA	\$350.00
6079902	MISC. R&R HORIZONTAL BRACE (GALV)	EA	\$50.00
6079902	MISC. R&R 5' TRUSS ROD (GALV)	EA	\$20.00
6079902	MISC. R&R 6' LINE POST (GALV)	EA	\$80.00
6079902	MISC. R&R 6' END, CORNER, GATE, PULL POST (GALV)	EA	\$375.00
6079902	MISC. R&R 5' STRETCHER BAR (GALV)	EA	\$20.00
6079902	MISC. R&R 6' STRETCHER BAR (GALV)	EA	\$22.00
6079902	MISC. R&R 6' TRUSS ROD (GALV)	EA	\$22.00
6079902	MISC. R&R 5' STRETCHER BAR (VINYL)	EA	\$28.00
6079902	MISC. R&R 5' LINE POST (VINYL)	EA	\$79.00
6079902	MISC. R&R 5' END, CORNER, GATE, PULL POST (VINYL)	EA	\$388.00
6079902	MISC. R&R HORIZONTAL BRACE (VINYL)	EA	\$52.00
6079902	MISC. R&R 5' TRUSS ROD (VINYL)	EA	\$25.00
6079903	MISC. REPL/SPLICE BARBED WIRE (CH-L)	LF	\$10.00
6079903	MISC. REPL/SPLICE 6' CH-LINK FENCE FAB (GALV)	LF	\$9.00
6079903	MISC. R&R TEN WIRE - R/R RAIL W/ TEN WIRE (GALV)	LF	\$5.50
6079903	MISC. REPL/SPLICE 5' CH-LINK FENCE FAB (GALV)	LF	\$6.00
6079903	MISC. REPL/SPLICE 5' CH-LINK FENCE FAB (VINYL)	LF	\$7.00
6079903	MISC. R&R TEN WIRE - R/R RAIL W/ TEN WIRE (VINYL)	LF	\$5.50

H. Adjustment Factor

1.0 Description. The Adjustment Factor includes business and construction related costs as defined in this specification. It is the responsibility of the contractor to verify the unit prices provided in this contract and to modify their Adjustment Factor accordingly.

1.1 Business Costs. Business related costs consist of profit, overhead costs, subcontractor profit and overhead, taxes, finance costs, and other costs including but not limited to;

- (a) insurance, bonds and indemnification
- (b) project meetings, training, management and supervision
- (c) project office staff and equipment
- (d) employee or subcontractor wage rates that exceed prevailing wages
- (e) fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances
- (f) Business risks such as the risk of low than expected volumes of work, smaller than anticipated Job Orders, poor subcontractor performance, and inflation or material cost fluctuations

1.2 Construction Costs. Construction related costs include but are not limited to:

- (a) personnel safety equipment
- (b) security requirements
- (c) excess material waste
- (d) daily and final clean-up
- (e) costs resulting from inadequate supply of materials, fuel, electricity, or skilled labor
- (f) costs resulting from productivity loss
- (g) working in extreme and adverse weather conditions
- (h) any other discreet items of work required to complete a particular Job Order

1.3 General Costs. The above lists are not exhaustive and are intended to provide general examples of cost items to be included in the contractor's Adjustment Factor as defined in the contract.

2.0 Adjustment Factor. The Adjustment Factor may include daytime, nighttime, and/or weekend hours as identified by the Engineer.

2.1 Daytime hours are defined as ½ hour after sunrise to ½ hour before sunset. If the contractor works outside of the defined daytime hours, the contractor shall provide lighting equipment at no additional cost to the Commission.

3.0 Nighttime Work. If the engineer determines traffic volumes are such that work cannot be performed during the daytime, without significant traffic impacts, the Job Order will specify nighttime repair operations.

4.0 Weekend Work. If the Engineer determines traffic volumes are such that work cannot be performed Monday through Friday without significant traffic impacts, the Job Order will specify weekend repair operations.

I. Bidding the Adjustment Factors

1.0 The bidder shall complete the bid form by writing in the Adjustment Factor. The Adjustment Factor shall be specified to three decimal places. Note that this is a contract pay item for contractor payment, not work items.

EXAMPLE: The Adjustment Factor shall be entered as the following example illustrates.

1	.	1	9	8
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OR

0	.	9	8	7
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Note: The Adjustment Factors used are for example purposes only and is not an indication of factors being bid by the contractor.

J. Contract Award

1.0 The Commission will evaluate the bids with the intent of awarding the contract to the lowest responsible bidder. The budget for this project will have a minimum budget of \$0 dollars and an anticipated maximum of \$325,000 dollars. If the contract is extended in accordance with the TERM OF CONTRACT JSP, the anticipated budget will be no more than two times the maximum amount.

2.0 The lowest bid will be determined by multiplying the Adjustment Factor by the anticipated budget for the adjustment factor. For purposes of bidding this contract, the estimated percentage of work performed during Daytime hours is 90%, Nighttime hours is 10%, and Weekend hours is 0%. The dollar quantities provided in the bid form are anticipated budgets and are not intended to represent the actual value of work that will be assigned.

K. Bonds

1.0 The amount of the Bid Bond shall be 5% of the anticipated budget for this project.

2.0 The amount of the Performance Bond shall be 100% of the anticipated budget for this project.

L. Notice to Proceed

Delete Sec 108.2 and substitute the following:

108.2 Notice to Proceed. For each Job Order, the engineer will include a notice to proceed, which will stipulate the date the contractor is expected to begin work. The notice to proceed date will normally be 3 working days after the job order is issued.

M. Contract Time for Completion of Job Order

1.0 Contract Time for Completion of Job Order. The time for the completion of the job order will be specified by calendar days. Time is an essential element of the contract, and it is therefore important that the work be pursued vigorously to completion.

2.0 Completion By Calendar Days. The contractor shall complete all work described in each job order within fourteen (14) calendar days of the notice to proceed date. Upon advanced notification from the contractor, the engineer will delay the NTP to accommodate verifiable delays in delivery of non-standard material supplies.

3.0 Contract Time Extension for Change in the Work. If a change in the work on a job order is ordered by the engineer, the contractor will be allowed an extension of contract time when it can be established that the additional work required more time. In such cases, the actual time required, as determined by the engineer, will be allowed.

4.0 Contract Time Extension for Traffic Control Restrictions. If a traffic control time restriction ordered by the engineer changes the contractor's work schedule on a job order, the contractor will be allowed an extension of contract time when it can be established that the restriction prevented the contractor from performing the work within the contract time. In such cases, the actual restriction time, as determined by the engineer, will be allowed.

5.0 Contract Time Extension for Unsuitable Weather. The contractor will not be entitled to any extension of contract time because of unsuitable weather conditions unless authorized in writing by the engineer as an excusable, non-compensable delay under Sec 108.14.1.

N. Completing the Work

1.0 The contractor shall perform any task in the fixed unit price list for the fixed unit price multiplied by the quantity, multiplied by the Adjustment Factor. The contractor shall perform the Detailed Scope of Work for the Job Order Price as calculated in accordance with the procedure for developing Job Orders set forth herein.

2.0 When installed quantities differ from the estimated quantities in the issued Job Order, the as built quantities in the final Job Order will address the quantity variation(s) for final payment. When quantities are not specified in the Detailed Scope of Work, the Job Order Price will be deemed to be lump sum for such work.

3.0 The contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to ensure completion of the Detailed Scope of Work within the Job Order completion Time or within such extended time for completion as may be granted by the engineer.

O. Final Inspection and Acceptance of the Work

Delete Sec 105.10.7 through 105.10.7.2 and substitute the following:

105.10.7 Final Inspection. Upon completion of the required work for each Job Order, the contractor shall notify the engineer by phone or electronic mailing, and the engineer will perform an inspection. If the engineer determines all work required by the contract has been satisfactorily completed, the engineer will make the acceptance for maintenance and notify the contractor in writing of the date of acceptance for maintenance.

105.10.7.1 Work determined to be unsatisfactory by the engineer and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the specified working days for each job order. If needed for correction of unsatisfactory work, the contractor will be given an extension of contract time in an amount equal to the number of working days remaining in the job order at the time the engineer was notified for inspection. No contract time extension will be made for notification made prior to completion of the work. Any time extension given will be considered a non-compensable delay. Upon completion of the corrections, the contractor shall notify the engineer for a re-inspection.

105.10.7.2 Following a Job Order final inspection, the contractor, subcontractors, and suppliers are relieved of any new or additional liability to third parties for personal injury, death, or property damages which may be alleged to result from the performance of the work required by that job order, unless additional work on the right of way is required by the engineer.

105.10.7.3 Nothing in this section shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act prior to the final inspection of the work required by the Job Order.

P. Liquidated Damages for Failure or Delay in Starting or Completing Work on Time

1.0 Description. If the contractor, or in case of default, the surety fails to begin or complete the work required in a job order within the time specified, or within such extra time as may be allowed by the contract, the contractor shall be charged with liquidated damages in the amount of **\$250 per day** for each day or partial day that the job order remains incomplete in excess of the specified time. The amount specified is agreed upon, not as a penalty, but as liquidated damages for loss to the Commission and the public. This amount will be deducted from any amount due under the contract. These damages will apply to each individual job order for which the contractor fails to complete the work on time. The contractor and surety shall be liable for all liquidated damages. Permitting the contractor to continue the work after the expiration of the specified time or any extension of time will not constitute a waiver by the Commission of any contractual rights. It shall be the responsibility of the engineer to determine the quantity of excess time.

2.0 Sec 108.8.1 through 108.8.1.3 shall not apply to this contract.

3.0 These liquidated damages will not be charged for Saturdays, Sundays, national, and state holidays established by law.

Q. Contract Payments

1.0 The contractor shall request payment by submitting an invoice to the engineer. The invoice shall be for the job orders completed and shall be itemized by job order number. A summary of all contract items used, contract unit prices, and total cost shall be included with the invoice.

1.1 The engineer will make payment estimates for the Job Orders completed and final inspected and the value thereof at the price established in the Job Order, including any necessary adjustments. The payment estimates will include deductions from the contractor's invoice for any liquidated damages applicable to any of the Job Orders.

1.2 Material Allowance. No material allowance will be made for this contract.

R. Work Zone Traffic Management

1.0 Description. The contractor may be responsible for the work zone traffic management as mutually agreed upon by the contractor and engineer for each individual Job Order. 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:

2.0 Traffic Management Schedule.

2.1 The contractor shall notify the engineer at least 48 hours prior to performing any work at each work site. The notification shall include all information needed to identify traffic impacts such as work location, anticipated work hours, traffic control plan type, required lane or shoulder closures, anticipated duration of the work, etc. The engineer will make appropriate notification to the public, MoDOT customer service, and MoDOT work crews of the contractor's operations. The contractor shall notify the engineer at the actual time of closing any lane or shoulder and shall again notify the engineer when the lane or shoulder is reopened to traffic. The contractor shall notify the engineer as soon as practical any postponement due to weather, material, or other circumstances and shall re-notify the engineer when the work has been rescheduled.

2.2 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 work and the contractor is prepared to diligently pursue the work until the closed lane is reopened to traffic.

3.0 Maintenance of Traffic.

3.1 Traffic flow shall be maintained through the work zone using the existing pavement in accordance with the traffic control plans. No detours or lane shifts onto shoulders will be allowed unless otherwise approved by the engineer.

3.2 Provisions shall be made to allow the movement of emergency vehicles through the limits of the work at all times.

3.3 During non-working hours the contractor shall have all lanes of traffic open for all routes, ramps, and side roads. All channelizers and other traffic control devices shall be removed from

the roadway during non-working hours unless otherwise approved by the engineer.

4.0 Traffic Congestion and Delay. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall be responsible for maintaining the existing traffic flow through the job site during the work. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent queues from occurring again.

5.0 Traffic Safety.

5.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) 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.

5.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, 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 (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

6.0 Work Hour Restrictions.

6.1 All work shall be scheduled to avoid major sporting events, conventions, concerts, and similar special events as specified by the engineer. During the term of this contract, there are six major holiday weekends: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday, unless otherwise designated by the engineer.

6.2 During non-working hours the contractor shall have all lanes of traffic open for all routes, ramps, and side roads. Working hours for holidays shall be determined by the engineer.

6.3 Due to the wide variance in traffic volumes throughout the contract area, it is not possible to give specific work hours for the term of the contract. No work will be allowed during the morning and afternoon rush periods (6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m.) within the St. Louis District unless otherwise directed or approved by the engineer.

7.0 Work Within Another Work Zone. The engineer may determine it is in the best interest of the Commission and the traveling public to have the work designated in the job order performed within another contractor's work zone or within a MoDOT work zone. If the work is designated to be performed within another work zone, the contractor shall coordinate and perform the work

in accordance with Sec 105.6.

8.0 Ramp Closure. Ramp closures shall be minimized and shall be approved by the engineer a minimum of five days prior to the closure. Only one ramp closure will be permitted in a particular interchange or complex at one time. Work on acceleration / deceleration lanes will not require ramp closure unless approved by the engineer. Detour traffic handling details will be as specified by the engineer. Major ramp closures may require detour signing with other ramp closures only requiring use of changeable message signs (CMS) for detours. If the engineer determines detour signing is required, all necessary detour trailblazing placards will be furnished, installed, and covered by others. The contractor shall furnish all CMS required by the engineer. The contractor shall be responsible for uncovering and covering the trailblazing placards as work progresses.

9.0 Changeable Message Signs. The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic slow down one week before traffic is shifted to a detour. The changeable message sign installation shall be placed at a location as approved or directed by the engineer.

10.0 Basis of Payment. All items necessary to complete the traffic control will be paid for at the fixed unit price multiplied by the Adjustment Factor, as mutually agreed upon in the Job Order.

S. Traffic Control Plan Types

1.0 Description. The engineer will designate in the job order the type of traffic control plan (TCP) necessary to perform the work. If the engineer determines more than one type of TCP is needed to perform the work, the additional plan or plans will be specified in the job order. The various types of TCP's and the traffic control devices required for each TCP are shown on the plans. The contractor shall furnish adequate channelizing devices as shown on the plans. **The contractor's attention is directed to the fact that trim line channelizers are required for all TCP's regardless of daytime or nighttime operations. Cones will not be allowed for use on this contract.**

2.0 Plan Types.

2.1 Single Lane Closure. A single lane closure shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
2 each	Reduced Speed Limit Ahead (Symbol)
1 each	Right (Left) Lane Closed
1 each	Merge with Right (Left) Arrow
2 each	Speed Limit XX MPH
2 each	Work Zone (Plaque)
14 each	Directional Indicator Barricade
30 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel

1 each Protective Vehicle

2.2 Ramp Closure. The contractor shall obtain approval from the engineer a minimum of five days prior to any ramp closure. A ramp closure shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
2 each	Ramp Closed Ahead
2 each	Reduced Speed Limit Ahead (Symbol)
2 each	Detour Ahead
2 each	Speed Limit XX MPH
2 each	Work Zone (Plaque)
1 each	Road Closed
2 each	Speed Limit XX (Normal Speed)
14 each	Directional Indicator Barricade
40 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel
1 each	Protective Vehicle

2.3 Partial Ramp Closure. A partial ramp closure shall be performed by furnishing, installing, and removing the following set of traffic control devices:

1 each	Ramp Work Ahead
1 each	Ramp Narrows
1 each	Speed Limit XX MPH
2 each	Work Zone (Plaque)
14 each	Directional Indicator Barricade
40 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel
1 each	Protective Vehicle

2.4 Entrance Ramp Area Mainline Work. Entrance Ramp Area Mainline Work shall be performed by furnishing, installing, and removing the following set of traffic control devices:

3 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
1 each	Right (Left) Lane Closed
1 each	Merge
1 each	Ramp Narrows
14 each	Directional Indicator Barricade
50 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel
1 each	Protective Vehicle

2.5 Entrance Ramp Area Acceleration Lane Work. Entrance Ramp Area Acceleration Work shall be performed by furnishing, installing, and removing the following set of traffic control

devices:

3 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
1 each	Right (Left) Lane Closed
1 each	Merge
1 each	Ramp Narrows
1 each	Yield
1 each	Yield Ahead (Symbol)
1 each	Merge Traffic (Symbol)
14 each	Directional Indicator Barricade
50 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel
1 each	Protective Vehicle

2.6 Exit Ramp Area Deceleration/Mainline Lane Work. Exit Ramp Area Deceleration/Mainline Work shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
1 each	Right (Left) Lane Closed
1 each	Merge
1 each	Ramp Narrows
1 each	Exit
14 each	Directional Indicator Barricade
50 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel
1 each	Protective Vehicle

2.7 One-Lane Two-Way Operation with Flaggers. A minimum of two flaggers will be required to direct traffic. Additional flaggers may be required when working at intersecting streets or ramps as directed by the engineer. No direct payment will be made for flaggers. "One-Lane Two-Way Operation with Flaggers", shall include furnishing, installing, and removing the following set of traffic control devices as shown on the plans:

2 each	Road Work Ahead
2 each	One Lane Road Ahead
2 each	Be Prepared To Stop
2 each	Flagger (Symbol)

3.0 Additional Traffic Control Devices. The engineer may determine that signs and channelizers, in addition to those devices shown in the plans are necessary to safely accommodate traffic. These additional devices may be needed for merging ramp traffic, detours, or other special cases to supplement the specified lane closure devices. The contract provides a fixed cost for any additional traffic control items.

4.0 Flaggers. Flaggers may be required when working at intersecting streets or ramps as directed by the engineer. No direct payment will be made for flaggers.

5.0 Method of Measurement and Basis of Payment.

5.1 Measurement will be made per each traffic control set-up specified in the Job Order. A single payment will be made for each type of traffic control set-up utilized regardless of the number of times the contractor sets up the devices. Payment includes providing, installing, maintaining and removal of all required traffic control devices. The maximum job order limits are as specified in Section C, Scope of Work of these Job Special Provisions. The accepted quantity of each set-up will be paid for at the fixed unit price for:

Item 616-99.02	Single Lane Closure	Each
Item 616-99.02	Ramp Closure	Each
Item 616-99.02	Partial Ramp Closure	Each
Item 616-99.02	Entrance Ramp Area, Mainline Work	Each
Item 616-99.02	Entrance Ramp Area, Accel Lane Work	Each
Item 616-99.02	Exit Ramp Area, Mainline/Decel Lane Work	Each
Item 616-99.02	One-Lane Two-Way Operation with Flaggers	Each

multiplied by the Adjustment Factor, as mutually agreed upon in the Job Order.

5.2 Measurement of additional traffic control devices will be made per each set-up made within the term of the Job Order. Payment for the devices shall include furnishing, installing, and removing the additional devices at a specific work site. No payment will be made for additional devices used by the contractor without prior approval of the engineer. The accepted quantity of additional traffic control devices will be paid for in accordance with the fixed unit price list, multiplied by the Adjustment Factor, as mutually agreed upon in the Job Order.

T. Work Plan and Schedule for Accomplishing Work

Delete Sec 108.4 through 108.4.4 and substitute the following:

108.4 Work Plan and Schedule. Prior to or at the preconstruction conference, the contractor shall provide a proposed work plan and typical schedule for accomplishing the work. The work plan shall include a written list of equipment and personnel that the contractor intends to use in executing the work.

108.4.1 The work plan will be reviewed by the engineer to determine in general if adequate personnel and equipment appear to be available to complete the work within the required number of calendar days. If the engineer determines the work plan is inadequate, the engineer and contractor shall meet for a joint review of the plan to correct and adjust the plan and schedule as necessary. A revised work plan and schedule shall be provided by the contractor prior to commencing the work.

108.4.2 If multiple job orders are issued with overlapping completion periods, the priority of the work will be jointly determined by the engineer and the contractor, with final approval of the work plan by the engineer. The work schedule and work priorities will be determined by the needs of the Commission and not the contractor's convenience of work location.

108.4.3 No direct payment will be made for furnishing the work plan or revisions.

108.4.4 The contractor shall determine the most feasible work plan and schedule consistent with the requirements of the contract. The engineer's approval of contractor's work plan is not intended to be acknowledgment or representation that it is reasonable or will accomplish the work within a particular time or at a particular cost.

U. 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. MoDOT customer service 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	(314) 340-4000
MoDOT SL District Customer Service (24 hr)	(314) 275-1500
MoDOT Incident Response (24 hr)	(816) 241-2223
St. Charles County Police	(636) 949-3000
St. Louis County Police Department	(314) 889-2341
St. Louis City Police Department	(314) 231-1212
Franklin County Sheriff	(636) 583-2560
Jefferson County Sheriff	(636) 797-5000

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.

V. Utilities

1.0 It is the inherent risk of the work under this contract that the contractor may encounter utilities above and/or below the ground or in the vicinity of any given job order which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall not be compensable.

W. Delay Provisions

1.0 If the contractor is delayed in the commencement, prosecution or completion of the work by any act of the Commission, or by any cause beyond the contractor's control, then the contractor will be entitled to an extension of time. If the contractor is delayed or prevented from working on a particular date as a result of a delay, error or omission of the Commission, and the contractor incurs unavoidable labor costs as a direct result thereof because the contractor did not have enough time to cancel or divert its labor force, then the contractor will be reimbursed for such costs. For each worker so paid, the contractor will be reimbursed the amount paid the worker. Also, the contractor will be reimbursed for construction tasks required as a direct result of such delay, error or omission, such as closing off areas of work. No other costs shall be paid as a result of a delay or late cancellation.

X. Mobilization

Delete Sec 618.2 and substitute the following:

618.2 No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

Y. Sample Job Orders

1.0 The following are example Job Orders intended to be illustrations that may be used as a guide for formulating the bid of the Adjustment Factor. For each example Job Order, the appropriate items that would be used and the quantities are computed based upon the sample work that would be completed in the Job Order. The contractor shall be reminded these are Job Order samples and the quantity totals in actual Job Orders, if issued, may be more or less than that depicted below or be totally different from the samples illustrated.

1.1 Job Order Sample 1: Damaged Fence repair location does not have significant daytime peak hour ADT and will only require shoulder closure.

Item Description	Fixed Unit Price	Quantity	Price
Misc. Shoulder Work – Undivided Roadways	\$190.00	1	\$190.00
Misc. Restretch/Reattach Fab to Post (Ch-L and WW)	\$10.00	10	\$100.00
Misc. R&RI 5' Line Post (Galv)	\$50.00	5	\$250.00
Misc. Repl/Splice 5' Ch-Link Fence Fab (Galv)	\$6.00	100	\$600.00
		Subtotal:	\$1,140.00
Adjustment Factor	1.150		
		TOTAL:	\$1,311.00

1.2 Job Order Sample 2: Damaged Fence repair location is a high ADT location requiring a 'Single Lane Closure' so off-peak nighttime hours are required with reopening to traffic before the next morning rush period.

Item Description	Fixed Unit Price	Quantity	Price
Misc. Single Lane Closure	\$700.00	1	\$700.00
Misc. Restretch/Reattach Fab to Post (Ch-L and WW)	\$10.00	4	\$40.00
Misc. R&R 5' Line Post (Galv)	\$50.00	3	\$150.00
Misc. Repl/Splice 5' Ch-Link Fence Fab (Galv)	\$6.00	30	\$180.00
		Subtotal:	\$1,070.00
Adjustment Factor	1.200		
		TOTAL:	\$1,284.00

1.3 Job Order Sample 3: Damaged Fence repair location is a high ADT location, but due to the length of repair two continuous closure days will be required to complete the work. An "Entrance Ramp Area, Mainline Work" traffic control set-up will be required. A nighttime closure will be used so the entire section can be removed and replaced at one time without impacting peak hour traffic.

Item Description	Fixed Unit Price	Quantity	Price
Misc. Entrance Ramp Area, Mainline Work	\$325.00	1	\$325.00
Misc. Restretch/Reattach Fab to Post (Ch-L and WW)	\$10.00	20	\$200.00
Misc. Rem/Repl 5' Line Post (Galv)	\$50.00	25	\$1,250.00
Misc. Repl/Splice 5' Ch-Link Fence Fab (Galv)	\$6.00	200	\$1,200.00
		Subtotal:	\$2,975.00
Adjustment Factor	1.250		
		TOTAL:	\$3,718.75

Z. Supplemental Revisions JSP-18-01AB

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.

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.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

1.0 Description. This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

2.0 Materials. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

2.1 Product Approval. The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability

additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

2.2 General. GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties		
Property	Test Method	Criteria
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	$\leq 0.01\%$
Fiber Content	ASTM D5603	$\leq 0.5\%$
Moisture Content	ASTM D1509	$\leq 1.0\%^*$
Mineral Filler	AASHTO M17	$\leq 4.0\%$

*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

2.3 Gradation. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation	
Sieve	Percent Passing by Weight
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

3.0 Delivery, Storage, and Handling. The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

4.0 Feeder System. Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within ± 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

4.1 Batch Plants. GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

4.2 Drum Plants. The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

5.0 Testing During Mixture Production. Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

6.0 Construction Requirements. Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

7.0 Mix Design Test Method Modification. A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

8.0 Mix design Volumetrics. Mix design volumetric equations shall be modified as follows:

8.1 Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

8.2 GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

8.3 Mix G_{sb} used to determine VMA shall be calculated as follows:

$$G_{sb (JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where:

$G_{sb (JMF)}$ = bulk specific gravity of the combined aggregate including GTR
 P_{bmv} = percent virgin binder by total mixture weight
 P_s = percent aggregate by total mixture weight (not including GTR)
 P_{GTR} = percent GTR by total mixture weight
 G_{sb} = bulk specific gravity of the combined aggregate (not including GTR)
 G_{GTR} = GTR specific gravity

8.4 G_{se} shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

8.5 P_{be} shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

9.0 Minimum GTR Amount. The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 - 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 - 40*	PG 52-34	5 %
		PG 46-34	10 %

* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

Delete Sec 403.19.2 and substitute the following:

403.19.2 Lots. The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum subplot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with [Sec 403.23.7.4.1](#). A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with [Sec 403.11](#).

Delete Sec 106.9 in its entirety and substitute the following:

106.9 Buy America Requirements.

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

106.9.2 Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

106.9.3 "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.4 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for

some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

106.9.4.1 Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.4.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.4.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

106.9.5 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon

request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

"The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

Delete Sec 109.14.1 thru Sec 109.14.8 and substitute the following:

109.14.1 Monthly Fuel Index. Each month, the Monthly Fuel Index will be established as the average retail price per gallon for Ultra Low Sulfur Diesel for the Midwest (PADD 2) area as

posted on the first Monday of the month by the U.S. Energy Information Administration (EIA). Should the posted price not be available for any reason, the MoDOT State Construction and Materials Engineer will use reasonable methods, at their sole discretion, to establish the Monthly Fuel Index on an interim basis until the EIA resumes its publication.

109.14.2 Fuel Adjustment Calculation.

B = Base Fuel Index = Monthly Fuel Index in the month in which the project was let
C = Current Index = Monthly Fuel Index in the month in which the work was performed
U = Units of work performed within the current pay estimate period (applicable pay units)
F = Total Fuel Usage Factor (gal./applicable pay units)

Fuel Adjustment (Dollars) = $(C - B) \times U \times F$

109.14.3 Each pay estimate period, a fuel adjustment payment or deduction will be applied for the quantity of work performed that period on each qualifying pay item. For calculation of the fuel adjustment, work performed on the first day of a month will generally be included with the second estimate in the previous month to keep fuel adjustments in sync with MoDOT's normal payment estimate period schedule. The Commission reserves the right to include work performed on the first day of the month with the current month to accommodate financial accounting termini, such as the beginning of the state and federal fiscal years (July 1 and October 1).

109.14.4 If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

Disposal of Blast Media and Paint Residue

1.0 Description. Whereas Sec 1081.10 requires delivery of Blast Media and Paint Residue (BMPR) produced from bridge coating activities to The Doe Run Company for recycling, and considering the amount of BMPR produced on all active MoDOT projects statewide at any given point in time may exceed the recycling capacity of Doe Run, this provision allows for an alternate method of disposal of BMPR. The contractor, at its discretion, can choose this disposal option or the Doe Run recycle option, when both are available. When Doe Run is not currently capable or agreeable to accept the BMPR, this alternate disposal option shall be considered mandatory, and at no additional cost to the Commission.

2.0 Disposal in Landfill. In lieu of delivery to Doe Run for recycling, BMPR material shall be disposed in the appropriate type of approved landfill, as determined by Toxicity Characteristic Leaching Procedure (TCLP) testing. The material must be TCLP tested to determine if it contains a level of hazardous waste such that requires disposal in a hazardous waste landfill. A sampling plan for testing shall be submitted to MoDOT for review and concurrence. Sampling shall be performed by the contractor. MoDOT will witness the sampling to ensure it is conducted per the plan submitted.

2.1 The contractor shall submit the collected samples to a qualified third-party testing facility to perform TCLP testing. If the sample indicates that the BMPR material qualifies as hazardous

waste, then the materials represented by that sample shall be delivered to a licensed hazardous waste landfill for disposal. The contractor shall be responsible for hiring a licensed hazardous waste transporter to transport the hazardous waste to the landfill. The contractor shall comply with all applicable laws and regulations for storage and shipping of the hazardous waste material. If the testing indicates that the BMPR material qualifies as a special waste, it shall be taken to a certified landfill for disposal. The contractor shall be responsible for the transportation of the special waste material to the certified landfill. The requirement to ship the BMPR material by barrels will be waived. Any alternate containers utilized shall comply with all applicable laws and regulations for shipping this type of special waste material. Copies of all shipping manifests, landfill disposal agreements, and any other legally required documentation shall be provided to the engineer.

3.0 Basis of Payment. No payment will be made for any costs associated with this landfill disposal option, including, but not limited to, sampling, testing, delivery, temporary storage, or disposal fees.

AA. Chain-Link Fence Repair and Replacement

1.0 Description. This work shall consist of all labor, equipment, and materials to remove, install, repair, and replace chain-link fence and appurtenances as specified in the job order or as directed by the engineer. All work shall comply with Secs 202 and 607 except as herein modified.

2.0 Materials. All materials shall conform to Division 1000, Materials Details, and specifically Sec 1043. All materials shall be new unless otherwise approved by the engineer or otherwise allowed by these specifications.

2.1 All materials intended for use in this contract shall be stored in a dedicated location on the contractor's property and shall be inspected and approved by the engineer prior to use.

3.0 Construction Requirements.

3.1 Removal and Replacement of Individual Major Components. If the job order designates a contract pay item that includes the term "remove and replace", the contractor shall remove the described existing component, material, hardware, or other appurtenance, in whole or in part, as designated in the job order or as directed by the engineer. The major components to be removed will be marked with paint or ribbon or other method convenient to the engineer.

3.1.1 The contractor shall furnish and install the described major replacement component and any incidental items necessary to provide a fully functional system. Replacement components designated in the job order may not be of the same size or material as those removed. Some items designated for replacement may be damaged and not reusable. Other items designated for replacement may not meet current Commission standards and policies. The engineer will determine the actual items to be replaced.

3.1.2 Unless otherwise directed by the engineer, the contractor shall reuse any undamaged major components salvaged from the damaged fence system or appurtenances in order to provide a fully functional system. Minor components, such as nuts and bolts, may only be

reused after inspection and approval by the engineer. Reused nuts and bolts shall only be used with salvaged major components. All new major components shall use new nuts, bolts, and other miscellaneous minor components.

3.2 Removal of Entire Fence System. If the engineer determines an existing chain-link fence and related appurtenances have been severely damaged or the damaged system does not comply with current Commission standards or policies, the fence system shall be removed as designated in the job order or as directed by the engineer.

3.2.1 Unless otherwise designated by the engineer for salvage by the Commission, all materials removed shall become the property of the contractor and shall be removed from the right of way and properly disposed of.

3.2.2 If the portion of the system designated for removal includes concrete footings, all hardware protruding above the surface of the footing shall be removed or otherwise cut off flush with the surface of the footing. Concrete footings shall be abandoned in place unless the job order designates removal of the footings. All exposed post holes in abandoned footings and all holes resulting from removal of concrete footings shall be securely backfilled with sand or other fine aggregate material approved by the engineer and thoroughly tamped.

3.3 Installation of New Chain-Link Fence System. If the job order designates a contract pay item for new chain-link fence the contractor shall furnish and place the fence system complete in place. The new system shall be installed at the location designated by the engineer.

3.4 Realigning Posts. Line, end, corner, or pull posts which are out of alignment but otherwise undamaged will be designated for realignment. The contractor shall realign and plumb the designated posts. After realignment, any voids around the post shall be securely backfilled with soil, sand, or other fine aggregate material approved by the engineer and thoroughly tamped.

3.5 Replacing Posts. Existing posts that have sustained damage that does not allow reuse will be designated for replacement. Damaged posts which have an existing concrete footing shall be cut off flush with the top of the footing and the footing abandoned in place unless the job order designates removal of the footing. For locations with footings abandoned in place, the new post and footing shall be placed immediately adjacent to the removed damaged post or other location designated by the engineer. All exposed post holes in abandoned footings shall be securely backfilled with sand or other approved fine aggregate material and thoroughly tamped. For locations with removed concrete footings, the resulting hole shall be securely backfilled with soil, sand, or other approved material prior to excavating for a new footing.

3.5.1 Existing damaged line posts which are driven into earth shall be pulled unless otherwise directed by the engineer. The contractor may choose to drive the replacement line post in the same earth hole as the removed damaged post or excavate and pour a concrete footing. If the new post is driven in the same earth hole as the removed damaged post, the contractor shall first securely backfill the hole with soil, sand, or other approved material and thoroughly tamp the backfill before driving the replacement post. All remaining exposed earth post holes shall be backfilled with sand or other approved fine aggregate material and thoroughly tamped.

3.6 Replacing Existing Top Rail and Tension Wire. Some existing chain-link fence installations have a metal top rail in lieu of a tension wire. Damaged fence installations with a

top rail will have the top rail designated for removal and replacement with a tension wire. The existing damaged top rail shall be cut at the posts nearest the damaged section of fence and a new replacement tension wire shall be attached to the first post and strung to the last post of the damaged fence section. If the existing fence has a tension wire that sustained damage, the tension wire will be designated for removal and replacement. The damaged wire shall be cut and attached to the nearest post. A new replacement tension wire shall be attached to the first post and strung to the last post of the damaged fence section.

3.7 Replacing and Splicing Fence Fabric. Existing fence fabric that has sustained damage that does not allow reuse will be designated for replacement. The existing damaged fabric shall be cut, removed, and new replacement fabric spliced at the locations designated by the engineer. Replacement chain-link fabric shall be woven together with the existing fabric and be knuckled or twisted at the top and bottom to match the existing fabric.

3.8 Replacing and Splicing Barbed Wire. Existing barbed wire that has sustained damage that does not allow reuse will be designated for replacement. Each existing damaged wire shall be cut, removed, and new replacement wire spliced at the posts designated by the engineer. Replacement wire shall be spliced together with the existing wire using an approved method. For locations with multiple strands of wire, each damaged strand will be designated separately on the job order.

3.9 Reattaching Fence Fabric to Posts and Tension Wire. Fence fabric which is pulled loose from existing undamaged posts and tension wire will be designated for reattachment. Fabric shall also be attached to any new replacement posts and tension wire. The fence fabric shall be restretched in accordance with manufacturer recommendations so that the finished installation presents an appearance satisfactory to the engineer. Fabric shall be reattached using new fabric ties, hog rings, and any other required hardware. Chain-link fabric shall be securely attached to end, corner, gate, and pull posts using stretcher bars and bands in accordance with manufacturer recommendations or as directed by the engineer.

3.10 Gate Installation. The contract includes pay items for installation of 5 foot wide X 60 inch high chain-link walk gate, and (12-16 foot) X 60 inch high chain-link drive gate. When designated on the job order, the work shall include installation of gate frame, fabric, braces, and all other hardware shown on the plans at the location designated by the engineer. If no gate exists at the location, removal of existing fence fabric to create a gap for the gate will be designated on the job order as removal of fence. Installation of new gate posts will be designated separately on the job order as replacement posts and will include removal of any existing line posts necessary for proper installation of the new gate.

3.11 Additional Work. If additional major components or pay items beyond those specified in the job order are needed to properly perform the work, the contractor shall contact the engineer for authorization to proceed with the additional work. Any work performed without authorization of the engineer will be at the contractor's expense.

4.0 Method of Measurement.

4.1 Measurement of fence removal will be made to the nearest foot from center of first post to center of last post.

4.2 Measurement of concrete footing removal will be made per each.

4.3 Measurement of removed and replaced fence repair components will be made per each.

4.4 Measurement of realigned posts will be made per each.

4.5 Measurement of removed and replaced tension wire will be made to the nearest foot from center of first post to center of last post.

4.6 Measurement of new fence fabric will be made to the nearest foot from center of splice to center of splice. In order to account for the cost of splicing the minimum length for pay shall be 10 feet.

4.7 Measurement of new barbed wire will be made to the nearest foot from center of splice to center of splice. Measurement will be made separately for each strand of barbed wire replaced. In order to account for the cost of splicing the minimum length for pay shall be 10 feet.

4.8 Measurement of fence fabric reattachment to existing or new posts will be made per each post.

4.9 Measurement of installed walk and drive gates will be made per each. Measurement will be made separately for gate posts.

5.0 Basis of Payment.

5.1 The accepted quantity of removed chain-link fence will be paid for at the contract unit price for:

Item 202-99.03	Remove Chain-link Fence	Linear Foot
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5.1.1 Payment will be considered full compensation for all labor and equipment necessary to remove the fence system, including all fabric, posts, and hardware. Payment for concrete footing removal will be made separately.

5.2 The accepted quantity of removed concrete post footings will be paid for at the contract unit price for:

Item 202-99.02	Remove Existing Concrete Post Footing (Chain-link)	Each
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5.2.1 Payment will be considered full compensation for all labor and equipment necessary to remove the footing, including all backfill.

5.3 The accepted quantities of removed and replaced fence repair components will be paid for at the contract unit price for each of the pay items included in the contract. Payment will be considered full compensation for all labor, equipment, and material necessary to remove the existing component, furnish a new replacement component, and install the component. No direct payment will be made for removing or reinstalling any reused undamaged components necessary to provide a fully functional system.

5.4 The accepted quantity of realigned posts will be paid for at the contract unit price for:

Item 607-99.02	Realign Line Post (Chain-link)	Each
Item 607-99.02	Realign End, Corner, or Pull Post (Chain-Link)	Each

5.4.1 Payment will be considered full compensation for all labor, equipment, and material, including any required backfill, necessary to realign and plumb an existing post.

5.5 The accepted quantity of removed and replaced tension wire will be paid for at the contract unit price for:

Item 607-99.03	R&R Tension Wire (Replace Top Rail with Tension Wire)	Linear Foot
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5.5.1 Payment will be considered full compensation for all labor, equipment, and material necessary to cut and remove the existing top rail or tension wire, furnish, and install new tension wire.

5.6 The accepted quantity of new fence fabric will be paid for at the contract unit price for:

Item 607-99.03	Replace / Splice 5' Chain Link Fence Fabric (Galvanized)	Linear Foot
Item 607-99.03	Replace / Splice 6' Chain Link Fence Fabric (Galvanized)	Linear Foot
Item 607-99.03	Replace / Splice 5' Chain Link Fence Fabric (Vinyl)	Linear Foot

5.6.1 Payment will be considered full compensation for all labor, equipment, and material necessary to cut the existing fence fabric, furnish new fabric, and splice to the existing fabric.

5.7 The accepted quantity of replaced barbed wire will be paid for at the contract unit price for:

Item 607-99.03	Replace / Splice Barbed Wire (Chain-link)	Linear Foot
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5.7.1 Payment will be considered full compensation for all labor, equipment, and material necessary to cut the existing barbed wire, furnish new wire, and splice to the existing wire.

5.8 The accepted quantity of reattached fence fabric to new or existing posts and tension wire will be paid for at the contract unit price for:

Item 607-99.02	Restretch and Reattach Fabric to Post (Chain-link)	Each
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5.8.1 Payment will be considered full compensation for all labor, equipment, and material, including new ties, clamps, and other hardware necessary for restretching the fabric and reattaching fabric to existing and new posts. No direct payment will be made for reattachment to tension wire.

5.9 The accepted quantity of installed gates will be paid for at the contract unit price for:

Item 607-99.02	5 Ft. x 60 In. Chain-Link Walk Gate (Galv)	Each
Item 607-99.02	(12-16 Ft.) X 60 In Chain-Link Drive Gate (Galv)	Each

5.9.1 Payment will be considered full compensation for all labor, equipment, and material, including frame, fabric, braces, and other hardware necessary for installation of a walk and drive gate. Payment for gate posts will be made separately.

BB. Definition of Special "99 Number" Pay Items

1.0 The contract contains a large number of special "99-number" pay items. The Commission's automated bidding system is limited by the number of characters allowed for each special item description. The following table defines the abbreviated item descriptions. This table also further defines the work required for each of the pay items.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>
<u>Traffic Control Items</u>	
616-99.02	ADDITIONAL TRUCK MOUNTED ATTENUATOR Provide additional truck mounted attenuator for use in addition to other devices specified in the traffic control plan.
616-99.02	ADDITIONAL FLASHING ARROW PANEL Provide additional flashing arrow panel for use in addition to other devices specified in the traffic control plan.
616-99.02	ADDITIONAL CHANNELIZER (TRIMLINE) Provide additional channelizers for use in addition to other devices specified in the traffic control plan.
616-99.02	ADDITIONAL CHANGEABLE MESSAGE SIGN (CMS CONTRACTOR FURNISHED/RETAINED) Provide additional changeable message sign for use in addition to other devices specified in the traffic control plan.
616-99.02	ADDITIONAL DIRECTIONAL INDICATOR BARRICADE Provide additional directional indicator barricades (DIBS) for use in addition to other devices specified in the traffic control plan.
616-99.02	WORK BEYOND SHOULDER Provide traffic control for work off roadway shoulder, but within clear zone. Not to be used when vehicles are parked on shoulder.
616-99.02	SHOULDER WORK – UNDIVIDED ROADWAYS

- Provide traffic control for work on shoulder or vehicles parked on shoulder.
- 616-99.02 LEFT SHOULDER WORK – HIGH SPEED ROADWAY
Provide traffic control for work on left shoulder or vehicles parked on left shoulder of a high speed roadway as designated by the engineer.
- 616-99.02 RIGHT SHOULDER WORK – HIGH SPEED ROADWAY
Provide traffic control for work on right shoulder or vehicles parked on right shoulder of a high speed roadway as designated by the engineer.
- 616-99.02 1-LANE 2-WAY OPERATION W/FLAGGERS
Provide traffic control for one lane, two way operation on non-divided two lane pavement, using two flaggers.
- 616-99.02 SINGLE LANE CLOSURE
Provide traffic control closing one lane, left or right, on a divided highway.
- 616-99.02 PARTIAL RAMP CLOSURE
Provide traffic control for partial ramp closure.
- 616-99.02 COMPLETE RAMP CLOSURE
Provide traffic control for complete ramp closure.
- 616-99.02 ENTRANCE RAMP AREA, MAINLINE WORK
Provide traffic control within an entrance ramp area closing one lane on a divided highway; work is along mainline.
- 616-99.02 ENTRANCE RAMP AREA, ACCEL LANE WORK
Provide traffic control within an entrance ramp area closing one lane on a divided highway. Work is along acceleration lane.
- 616-99.02 EXIT RAMP AREA, MAINLINE/DECEL LANE WORK
Provide traffic control within an exit ramp area closing one lane on a divided highway. Work is along mainline or deceleration lane.
- 616-99.02 SEQUENTIAL FLASHING WARNING LIGHT
Provide sequential flashing warning light for use on channelizing device that forms a merging taper.
- 616-99.04 ADDITIONAL CONSTRUCTION SIGNS
Provide additional construction signs for use in addition to other devices specified in the traffic control plan.

Fence Items

- 202-99.03 REMOVE CHAIN-LINK FENCE
Remove existing chain-link fence, complete system. The removal of all brush/vegetation necessary to remove and replace a fencing system, will

be considered incidental as it applies in Sec 201.3.3. Removal of brush that exceeds those limits will be paid for as a contingent item.

- 607-99.02 5 FT X 60 IN CHAIN-LINK WALK GATE (GALV)
Furnish and install a 5 ft. wide X 60 in. high chain-link walk gate. Chain-link fabric shall be galvanized. Gate posts are paid separately.
- 607-99.02 (12-16 FT) X 60 IN. CHAIN-LINK DRIVE GATE (GALV)
Furnish and install a 12-16 ft. wide x 60 in. high chain-link drive gate. Chain-link fabric shall be galvanized. Gate posts are paid separately.
- 607-99.03 CHAIN-LINK FENCE – VINYL (60 IN)
Furnish and install 60 inch high chain-link fence with vinyl coated fence fabric. Pay item is for complete fence in place, including all posts and hardware.
- 202-99.02 REMOVE EXIST CONCRETE POST FOOTING (CH-L)
Remove an existing concrete post footing and backfill the resulting hole with soil, sand, or other approved material. Work applies to chain-link fence.
- 607-99.02 RESTRETCH / REATTACH FAB TO POST (CH-L)
Re-stretch and reattach fence fabric to existing and new posts and tension wire. Work applies to chain-link fence.
- 607-99.02 REALIGN LINE POST (CH-L)
Realign an existing line post. Work applies to chain-link fence.
- 607-99.02 REALIGN END, CORNER, GATE, PULL POST (CH-L)
Realign an existing end, corner, gate, or pull post. Work applies to chain-link fence.
- 607-99.03 REPL/SPLICE BARBED WIRE (CH-L)
Cut and remove existing damaged barbed wire. Replace and splice new wire to existing undamaged wire. Pay item is for one single strand of barbed wire. For locations with multiple damaged strands, each strand will be paid for separately. Work applies to chain-link fence.
- 607-99.02 R&R 5' LINE POST (GALV)
Remove and replace an existing line post; post sized for 5 Ft. (60 In.) galvanized chain-link fence.
- 607-99.02 R&R 5' END, CORNER, GATE, PULL POST (GALV)
Remove and replace an existing end, corner, gate, or pull post; post sized for 5 Ft. (60 In.) galvanized chain-link fence.
- 607-99.02 R&R 6' LINE POST (GALV)
Remove and replace an existing line post; post sized for 6 Ft. (72 In.) galvanized chain-link fence.

- 607-99.02 R&R 6' END, CORNER, GATE, PULL POST (GALV)
Remove and replace an existing end, corner, gate, or pull post; post sized for 6 Ft. (72 In.) galvanized chain-link fence.
- 607-99.02 R&R 5' STRETCHER BAR (GALV)
Remove and replace an existing stretcher bar for 5 Ft. (60 In.) galvanized chain-link fence.
- 607-99.02 R&R 6' STRETCHER BAR (GALV)
Remove and replace an existing stretcher bar for 6 Ft. (72 In.) galvanized chain-link fence.
- 607-99.02 R&R HORIZONTAL BRACE (GALV)
Remove and replace an existing horizontal brace for galvanized chain-link fence.
- 607-99.02 R&R 5' TRUSS ROD (GALV)
Remove and replace an existing truss rod for 5 Ft. (60 In.) galvanized chain-link fence.
- 607-99.02 R&R 6' TRUSS ROD (GALV)
Remove and replace an existing truss rod for 6 Ft. (72 In.) galvanized chain-link fence.
- 607-99.03 REPL/SPLICE 5' CH-LINK FENCE FAB (GALV)
Replace and splice 5 Ft. (60 In.) galvanized chain-link fence fabric.
- 607-99.03 REPL/SPLICE 6' CH-LINK FENCE FAB (GALV)
Replace and splice 6 Ft. (72 In.) galvanized chain-link fence fabric.
- 607-99.03 R&R TEN WIRE – R/R RAIL W/TEN WIRE (GALV)
Remove and replace existing tension wire or remove existing top rail and replace with tension wire for galvanized chain-link fence.
- 607-99.02 R&R HORIZONTAL BRACE (VINYL)
Remove and replace an existing horizontal brace for vinyl coated chain-link fence.
- 607-99.02 R&R 5' TRUSS ROD (VINYL)
Remove and replace an existing truss rod for 5 Ft. (60 In.) vinyl coated chain-link fence.
- 607-99.02 R&R 5' STRETCHER BAR (VINYL)
Remove and replace an existing stretcher bar for 5 Ft. (60 In.) vinyl coated chain-link fence.
- 607-99.02 R&R 5' LINE POST (VINYL)

Remove and replace an existing line post. Post sized for 5 Ft. (60 In.) vinyl coated chain-link fence.

- 607-99.02 R&R 5' END, CORNER, GATE, PULL POST (VINYL)
Remove and replace an existing end, corner, gate, or pull post; post sized for 5 Ft. (60 In.) vinyl coated chain-link fence.
- 607-99.03 R&R TEN WIRE – R/R RAIL W/TEN WIRE (VINYL)
Remove and replace existing tension wire or remove existing top rail and replace with tension wire for vinyl coated chain-link fence.
- 607-99.03 REPL/SPLICE 5' CH-LINK FENCE FAB (VINYL)
Replace and splice 5 Ft. (60 In.) vinyl coated chain-link fence fabric.