

Job No.: J4I3174

Route: Various

County: Various

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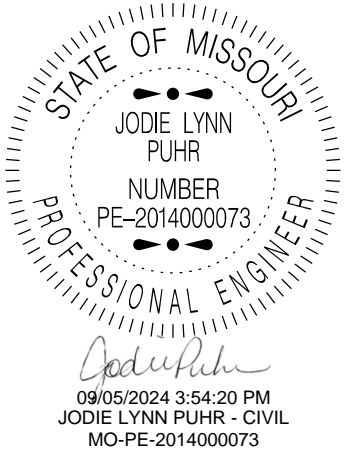
(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

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	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J4I3174 VARIOUS COUNTIES, MO DATE PREPARED: 08/05/2024
	ADDENDUM DATE:

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

JOB
SPECIAL PROVISION

A. General – State JSP-09-03K

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 2024 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 Contractor/Bidder Questions

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

Karlee Covington
Improve I-70 West Project Director
Telephone Number: (816) 927-9147
Email: Karlee.Covington@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:

Steven Sandifer
Resident Engineer
Telephone Number: (816) 353-8353
Email: Steven.Sandifer@modot.mo.gov

C. Scope of Work

1.0 The scope of work for this project is to provide repair for lighting equipment on an as needed basis in response to sudden occurrences, such as physical damage by the elements, accident, theft, or as a result of wear and tear. The contractor will be notified of the need for work by written notice on a location by location basis.

2.0 The work location for this contract shall be determined by the Engineer. A typical section is usually limited to one mile in one direction on a divided highway or one mile in both directions on an undivided highway. The location of the work may be extended due to the repair and traffic control.

3.0 The project limits for the work will be in Cass, Clay, Jackson and Platte counties.

4.0 Job Orders may be issued for work to be performed throughout the year.

5.0 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.

6.0 Work may be required during daytime, nighttime, and/or weekend hours. Some work may be on a high priority basis with response required within the time specified in the job order.

7.0 The Commission is not bound to issue a minimum or maximum number of Job Orders during the contract term. Award of contract does not guarantee any Job Orders during the duration of the contract.

8.0 It is anticipated that the majority of the work will be scheduled to allow a full work week 40-50 hours, Monday through Friday. A job order will be provided with a list of locations and issues two weeks prior to the anticipated work start date. Additional work locations may be added after a contractor is scheduled for the work.

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 will identify the required work at an individual work location in collaboration with the contractor at a Joint Scope Meeting. The Engineer will provide the contractor with a draft Detailed Scope of Work which the contractor shall review or the Engineer will ask the contractor to investigate the problem, propose and fix the solution under the "MISC. Labor/Equipment for Trouble Shooting/Investigation Repair Work". The contractor shall communicate to the Engineer the progress and any changes on the Job Order and scope of work on a routine basis. 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 three separate Adjustment Factors to be applied to the fixed unit prices as applicable for work performed during Labor/Equipment for Trouble Shooting/Investigation/Repair work, Material for Repair work, and Traffic Control for Repair Work as defined elsewhere in this contract. The total cost of an individual Job Order will be determined

by multiplying the fixed unit prices of each fixed cost pay item by the appropriate quantity and then multiplying the total cost of all pay items by the appropriate Adjustment Factor.

4.0 At the end of each work week the contractor shall submit a summary of the work completed to be reviewed by the Engineer. At a minimum this shall include:

- a. Location
- b. Work performed
- c. Lights repaired/ replaced
- d. Labor used
- e. Materials used
- f. Traffic control used

5.0 Definitions.

5.1. 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.

5.2 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.

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

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

5.5 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 in accordance with Specification 109.5.3 or determined in accordance with Sec 109.4.2, 109.4.3, or 109.4.4 as determined by the engineer.

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 or facsimile machine at the discretion of the Engineer to the contractor, unless the engineer approves other arrangements. The contractor shall confirm receipt of all Job Orders by the same means as issued. Notification for accelerated repair work can be initiated by telephone.

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 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 Job Special Provision D of this Contract. 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. Separate invoices may be required per each knock down situation as requested by the Engineer.

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 14 calendar days after the job order is issued. For Job Orders that require an accelerated response, contractors shall respond to the work location and begin the accelerated repair work within 5 calendar days of the notice to proceed established in the Job Order.

5.1 The contractor shall provide 48-hour notification prior to start of repair work for accelerated Job Orders and 5-days notification for all other Job Orders.

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 start and stop time of the work
- (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) 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 December 9, 2024 and ending December 8, 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 December 9, 2025 and shall end May 31, 2026 for a maximum contract term of one

and a half (1.5) 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 June 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 July 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

1.0 Description. A fixed unit price list containing unit prices associated with lighting 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. For material items not listed on the Fixed Unit Price List payment for the material will be in accordance with Specification 109.5.3, using the actual cost of the lowest price on three recent supplier quotes. Pay limits will be defined in the approved Job Order.

2.0 Fixed Unit Price List for Lighting Repair Job Orders.

Line No.	Item Number	Description	Unit	Fixed Unit Price
0010	9019902	Misc. 2 Person Crew – Investigate/Trouble Shoot/Repair – Labor/Equipment – Per Hour	EA	\$234.00
	9019902	Misc. 3 Person Crew – Investigate/Trouble Shoot/Repair – Labor/Equipment – Per Hour	EA	\$351.52
	9019902	Misc. 4 Person Crew – Investigate/Trouble Shoot/Repair – Labor/Equipment – Per Hour	EA	\$468.00
	9011030	Lighting Pole, 30 FT, or 9.0 M, Type AT	EA	\$1,000.00
	9011062	Lighting Pole, 45 FT., or 13.5 M, Type AT Design 2	EA	\$3,658.00
	9011064	Lighting Pole, 45 FT., or 13.5 M, Type MB Design 3	EA	\$3,100.00
	9019902	Breakaway Base for 45 FT. Lighting Pole	EA	\$578.00
	9019902	Breakaway Base for 30 FT. Lighting Pole	EA	\$464.00
	9019902	Screw In Base for 45 FT. Lighting Pole	EA	\$760.00
	9019902	Screw In Base for 30 FT. Lighting Pole	EA	\$428.00
	9011115	Bracket Arm, 6 FT. or 1.8 M	EA	\$350.00
	9011115	Bracket Arm, 15 FT. or 4.6 M	EA	\$1,570.00
	9011311	Luminaire, LED-A	EA	\$184.00
	9011312	Luminaire, LED-B	EA	\$237.00
	9011313	Luminaire, LED-C	EA	\$253.00
	9017204	Wire, 4 AWG, Bare Neutral	LF	\$1.10
	9019902	High Pressure Sodium, Lamp/Bulb, 150 Watt	EA	\$13.75
	9012230	Base Mounted Control Station 240 Volt – 4 Curcuit	EA	\$3,652.00
	9012231	Base Mounted Control Station 480 Volt – 4 Curcuit	EA	\$4,972.00
	9019902	5 AMP Midget Fuse – KTK5	EA	\$5.85
	9019902	8 AMP Midget Fuse – KTK8	EA	\$5.85
	9019902	10 AMP Midget Fuse – KTK10	EA	\$5.85
	9017110	Cable, 10 AWG 1 Conductor, Pole and Bracket	LF	\$0.24
	9017404	Cable-Conduit, 1 IN, 2 Conductors and 1 Bare Neutral, 6 AWG (Aluminum Triplex Cable #6)	LF	\$0.63
	9019903	Triplex 4/2XLPE Aluminum Overhead Cable	LF	\$1.04
	9019902	Break-a-way In-Line Single Pole Fuse Holder, Size #2 - #12	EA	\$32.55

	9019902	Submersible Connector, 4 Port 2/0 AWG – 14 AWG	EA	\$28.83
	9019902	Submersible Connector, 3 Port 2/0 AWG – 14 AWG	EA	\$27.64
	9019902	Submersible Connector, 2 Port 2/0 AWG – 14 AWG	EA	\$19.01
	9019903	Conduit, 1.5 IN. Rigid	LF	\$0.61
	9019902	Conduit, 1.5 IN. 90 Degree Elbow	EA	\$1.51
	9019902	Conduit, 1.5 IN. Couplers	EA	\$0.43
	9019902	Misc. Theft Proof Door	EA	\$97.00
	6169902	Single Lane Closure	EA	\$900.00
	6169902	Double Lane Closure	EA	\$1,600.00
	6169902	Ramp Closure	EA	\$600.00
	6169902	Partial Ramp Closure	EA	\$400.00
	6169902	One-Lane Two-Way Operation with Flagger	EA	\$800.00
	6169902	Shoulder Work	EA	\$300.00
	6169902	Misc. Additional Truck Mounted Attenuator	EA	\$350.00
	6169902	Misc. Additional Changeable Message Sign	EA	\$1,100.00
	6169902	Misc. Additional Flashing Arrow Panel	EA	\$100.00
	6169902	Misc. Additional Channelizer (Trimline/Drum)	EA	\$11.00
	6169902	Misc. Additional Traffic Control Signs	SF	\$4.00

H. Adjustment Factors

1.0 Description. Adjustment Factors include 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 Factors 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 lower 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 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 Factors as defined in the contract.

2.0 Adjustment Factor. The Adjustment Factor includes all labor and needed equipment to troubleshoot at the job site to make all necessary repairs of work listed, material needed to repair any of the fixed items listed and traffic control needed to complete the work.

2.1 The required Labor/Equipment to complete the job orders should be a typical setup to complete routine lighting repair work. A typical four-person crew may consist of the following labor/ Equipment below. The two and three person crews would use a combination as needed to complete the work sufficiently.

Labor:	Equipment
1 - Lineman Foreman	2 - One-ton utility Truck
1 - Journey man Lineman	2 - 55' Bucket Trucks
1 - Groundman	1 - mini Excavator and Trailer
1 - Operator	1 - Air Compressor and General Hand Tools
	1 - Pole Trailer
	1 - Digger Truck

2.2 Specialized Equipment: Specialized equipment such as boring machines, trenchers, etc. will be paid in accordance with Specification 109.5.4.

3.0 All work shall be scheduled to avoid major holidays. During the term of this contract there are six major holiday periods: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday as designated by the Engineer.

4.0 The adjustment factors may include daytime, nighttime and/or weekend hours as identified by the engineer. 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. If the Engineer determines traffic volumes are such that work cannot be preformed during the defined daytime hours without significant traffic impacts, the job order will specify nighttime repair operations. 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 three Adjustment Factor. The Adjustment Factors shall be specified to three decimal places. Note that these are contract pay items for contractor payment, not work items.

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

<u>1</u>	<u>.</u>	<u>1</u>	<u>9</u>	<u>8</u>
OR				
<u>0</u>	<u>.</u>	<u>9</u>	<u>8</u>	<u>7</u>

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 of \$0 dollars and an anticipated maximum budget of \$1,200,000 for this project. If the contract is extended in accordance with the TERM OF CONTRACT JSP, the anticipated budget will be two times the maximum amount.

2.0 The lowest bid will be determined by multiplying the Adjustment Factor by the anticipated budget. 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 14 calendar days after the job order is issued.

108.2.1 Job orders that require an accelerated response will normally have a notice to proceed of 5 calendar days after the job order is issued. Response time for accelerated repairs will commence at the time telephone contact is made with the contractor.

M. 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 appropriate Adjustment Factor for tasks performed. 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.

4.0 In order to assist in reviewing the Job Order Price Proposal, the contractor shall as part of the Job Order Proposal prepare and submit to the engineer for approval, a progress schedule showing the order in which the contractor proposes to carry on the work, the date of which it will start the major items of work (including but not limited to excavation, drainage, paving, structures,

mobilization, soil erosion and sediment control, etc.) and the critical features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same.

5.0 The contractor shall finish the work within 30 calendar days after the notice to proceed for all non-accelerated repairs.

N. Final Inspection and Acceptance of the Work

Delete Secs 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, facsimile, 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.

O. Liquidated Damages for Failure or Delay in Beginning Work and/or Completing Work on Time

Delete Secs 108.8 through 108.8.1.3 (c) and substitute the following:

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

108.8.1 If the contractor, or in case of default, the surety fails to start or complete the work required in each job order within the time specified in the contract, or within such extra time as may be allowed by the contract, a deduction of an amount as specified elsewhere in this section will be made for each day that each job order remains incomplete after the time allowed for completion. 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. 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.

108.8.1.1 Liquidated damages will be charged for Saturdays, Sundays, national, and state holidays established by law.

108.8.1.2 The amount of liquidated damages for this contract shall be as follows:

<u>Job Order Amount</u>	<u>Liquidated Damages Per Day</u>
\$0 to \$1000.00	\$200.00
\$1000.01 to \$3000.00	\$400.00
\$3000.01 and Over	\$1,000.00

P. Contract Payments

1.0 The contractor shall request payment by submitting a semi-monthly 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 semi-monthly payment estimates in writing for the Job Orders completed and final inspected during the semi-monthly interval and the value thereof at the price established in the Job Order, including any necessary adjustments. The semi-monthly 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.

Q. Work Zone Traffic Management Plan

1.0 General. 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 with the exception of high priority repairs. 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.

2.2 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.

2.3 The contractor shall notify the Engineer as soon as practical any postponement due to weather, material, or other circumstances and shall renotify the Engineer when the work has been rescheduled.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous 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 Traffic Control Plan Types. 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. Trim line or drum-like channelizers shall be required for all TCP's regardless of daytime or nighttime operations. Cones will not be allowed for use on this contract.

7.0 Additional Traffic Control Devices. The Engineer may determine that devices in addition to those shown on the TCP's are necessary to safely accommodate traffic. These devices may be needed for merging ramp traffic, side streets, or other special cases. Additional devices may include signs, channelizers for side streets, directional indicator barricades (DIBS), flashing arrows, and/or attenuators. The additional devices shall be used within the work zone as directed by the Engineer. The Engineer will designate in the job order the type of additional traffic control devices necessary to perform the work.

8.0 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.

9.0 Basis of Payment. Payment will be made at the contract unit price for each of the pay items included in the contract multiplied by the traffic control adjustment factor and will be considered full compensation for all labor, material, and equipment necessary to manage traffic per the designated traffic control plan or as otherwise directed by the Engineer.

9.1 Payment will be made once for each traffic control plan type specified for each work location regardless of the number of times the traffic control devices are installed, relocated, and removed while work progresses. Payment for each traffic control plan includes the cost of all channelizers as shown on the plans. Cones will not be allowed for use on this contract.

9.2 Payment will be made once for the actual amount of additional traffic control devices specified for each work location regardless of the number of times the devices are installed, relocated, and removed while work progresses.

9.3 No traffic control plan payment will be made when work is performed within another work zone unless additional traffic control devices are required to safely accommodate traffic.

R. Lighting Repair and Replacement

1.0 Description. This work shall consist of all labor, equipment, and materials to remove, install, repair, and replace lighting equipment and appurtenances as specified in the work order or as directed by the engineer. All work shall comply with Sections 202 and 901 except as herein modified.

2.0 Materials. All materials shall conform to Division 1000, Materials Details, and specifically Sec 1060, 1061 and 1091. 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 work 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 work 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 work 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 may reuse any undamaged major components salvaged from the damaged lighting system or appurtenances in order to provide a fully functional system. Minor components, may only be reused after inspection and approval by the engineer. All new major components shall use new nuts, bolts, and other miscellaneous minor components.

3.1.3 All removed equipment from this project shall become the property of the Contractor and shall be disposed of in accordance with Section 202.

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

3.2.1 If the portion of the system designated for removal includes 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 work order designates removal of the footings. All exposed 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 Lighting System. If the work order designates a contract pay item for new lighting system the contractor shall furnish and place the lighting system complete in place. The new system shall be installed at the location designated by the engineer.

3.4 Replacing Poles. Existing poles that have sustained damage that does not allow reuse will be designated for replacement. The existing footing shall be used for the new pole unless the work order designates removal of the footing. For locations with footings abandoned in place, the new pole and base shall be placed immediately adjacent to the removed damaged pole or other location designated by the engineer. All exposed pole holes in abandoned footings shall be securely backfilled with sand or other approved fine aggregate material and thoroughly tamped. For locations with removed footings, the resulting hole shall be securely backfilled with soil, sand, or other approved material prior to excavating for a new footing.

3.5 Removing and Replacing Cable and Wire. All existing cable and wire that is no longer of use in the conduit and other lighting equipment must be removed while being replaced with new wire and cable.

3.6 Additional Work. If additional major components or pay items beyond those specified in the work 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 lighting poles, lamps, fuses, connections, bracket arms, luminaires, pull boxes, pole foundations and power supply assemblies will be made per each.

4.2 Measurement of conduit, and trenching will be made per linear foot.

4.3 Measurement of wire, conduit, cable and cable-conduit will be made per 10 linear feet.

4.4 Measurement of Line Number 0010, misc. two, three, and four person crews (per hour) will be made per each.

5.0 Basis of Payment.

5.1 Payment will be considered full compensation for all labor and equipment necessary to fix the lighting system including all equipment hardware. No direct payment will be made for removing or reinstalling any reused undamaged components necessary to provide a fully functional system.

S. 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>
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<u>MISC. TWO/THREE/FOUR PERSON CREW INVESTIGATE/TROUBLE SHOOT/ REPAIR - LABOR/EQUIPMENT - PER HOUR</u>	
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901-99.02	MISC. TWO/THREE/FOUR PERSON CREW INVESTIGATION/TROUBLE SHOOT/REPAIR - LABOR/EQUIPMENT Investigate the site, determine problem, and provide and fix solution to aid the Engineer in compiling the work order. This applies to the time at the job site, travel time is not included.
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Material Items

901-99.02	HIGH PRESSURE SODIUM, LAMP/BULB, 150 WATT Provide high pressure sodium lamp/bulb including all equipment hardware for a full functional system.
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901-99.02	MIDGET FUSE, 5/8/10 AMP Provide midget fuse including all equipment hardware for a full functioning system.
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901-99.02	SUBMERSIBLE CONNECTOR, 4/3/2 Port 2/0 AWG and BREAK-A-WAY IN-LINE SINGLE POLE FUSE HOLDER Provide submersible connector and fuse holder including all equipment hardware for a full functioning system.
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901-99.02	CONDUIT 1.5 IN. 90 DEGREE ELBOW AND COUPLERS Provide 1.5-inch diameter 90-degree elbow and couplers for conduit construction.
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901-99.02 BREAKAWAY BASE FOR 45 FT. & 30 FT. LIGHTING POLE

Provide breakaway base including all equipment hardware for a full functioning system.

901-99.02 SCREW IN BASE FOR 45 FT. & 30 FT. LIGHTING POLE

Provide screw in base including all equipment hardware for a full functioning system.

901-99.02 MISC. THEFT PROOF DOOR

Provide Theft proof door including removal of existing and all equipment and hardware for a full functioning system.

901-99.03 CONDUIT, 1.5 IN RIGID

Provide 1.5-inch Conduit for a full functioning system.

901-99.03 TRIPLEX 4/2XLPE ALUMINUM OVERHEAD CABLE

Provide Triplex 4/2XLPE aluminum overhead cable for a full functioning system.

Traffic Control Items

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 TRAFFIC CONTROL SIGNS

Provide additional traffic control signs 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/DRUM)

Provide additional channelizers for use in addition to other devices specified in the traffic control plan. May be either trim line or drum-like.

616-99.02 ADDITIONAL CHANGEABLE MESSAGE SIGN

Provide additional changeable message sign for use in addition to other devices specified in the traffic control plan.

616-99.02 DOUBLE LANE CLOSURE

Provide traffic control for a double lane closure on a divided highway.

616-99.02 SHOULDER WORK

Provide traffic control for work on shoulder or vehicles parked on shoulder.

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.

T. 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.

U. Eliminated Materials

1.0 Materials required by the Detailed Scope of Work and not incorporated into the work due to changes caused by field conditions or revisions to the design by the Commission after the material was ordered or purchased will be reimbursed at the material portion of the Pre-priced Task, or if there is no Pre-priced Task, then its material cost minus salvage value, or the material cost plus delivery costs.

V. 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.

Lighting unit bid item numbers will vary depending on the quantity range for each Job order sample.

1.1 Job Order Sample: There are nine continuous street lights that do not work. The Contractor needs to determine the repair which is then determined that nine lights, two poles and bracket arms need to be replaced with new wiring under a single lane closure.

Item Description	Fixed Unit Price	Quantity	Price
Misc Four Person Crew - Investigate/Troubleshoot/Repair - Labor/Equipment per hour	\$468.00	16 Each	\$7,488.00
Labor/Equipment Adjustment Factor	1.15		
		0010 Subtotal	\$8,611.20
Luminaire, LED B	\$237.00	9 Each	\$2,113.00
Lighting Pole, 45 Ft. Type AT Design 2	\$3,658.00	2 Each	\$7,316.00
Bracket Arm, 15 FT. or 4.6 M	\$1,570.00	2 Each	\$3,140.00
Cable-Conduit, 1 IN., 2 Conductors and 1 Bare Neutral, 6 AWG	\$0.63	900 LF	\$567.00
		Sub Total	\$13,156.00
Material for Repair Work Adjustment Factor	1.20		
		0020 Subtotal	\$15,787.20
Misc. Single Lane Closure	\$900	1 Each	\$900.00
Traffic Control Adjustment Factor	1.25		
		0030 Subtotal:	\$1,125.00
		TOTAL:	\$25,523.40

W. Emergency Provisions and Incident Management

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The engineer 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 District KC Customer Service (24 hr)	(816) 622-6500
MoDOT Incident Response (24 hr)	(816) 241-2223
City of Kansas City Police	(816) 234-5000
City of Kansas City Fire	816) 513-0911
Clay County Sheriff	(816) 407-3750
Platte County Sheriff	(816) 858-2424
Cass County Sheriff	(816) 380-8320
Jackson County Sheriff	(816) 524-4302

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 payment will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

X. 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 is 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.

2.0 The contractor will be responsible and is required to call for utility locates prior to performing any excavation work within any project limits for a given job order. Calling for utility locates will not relieve the contractor of his liability for utility damages caused by excavating operations performed by the contractor and/or any of his subcontractors. The contractor shall be solely responsible for all costs, fines, and penalties associated with the repair of any damaged utility caused by the actions of the contractor and/or any subcontractor within the given job order limits.

2.1 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

www.modot.mo.gov/asp/intentToWork.shtml

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

3.0 Any representation of the presence of utilities on any bidding document provided or job order issued under this contract is disclaimed by the Commission. The contractor fully understands this disclaimer when determining the basis of their bid for this contract. The contractor agrees to hold the Commission harmless in the presents or absents of any utility within the limits of any job order resulting from this contract.

Y. Supplemental Revisions JSP-18-01CC

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.

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.

Pavement Marking Paint Requirements for Standard Waterborne and Temporary

1.0 Description. High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

2.0 Material Requirements. Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.

Z. 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.

AA. Working Hours

1.0 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 6:30 p.m.) within the metro area unless otherwise directed or approved by the engineer.

2.0 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: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day. 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 as Weekend Work by the engineer.

BB. Railroad Requirements

1.0 The right of way of various Railroads, herein called "Railroad", are located within the limits of this project. However, this project has been developed with the specific intention that no involvement with the Railroad's facilities, traffic or right of way is required for the performance of the contractual work herein. The work to be performed over the Railroad's right of way shall not interfere with the Railroad's operations or facilities. Under these circumstances, the requirements of Sec 104.12.3, Sec 104.12.8 through 104.12.10.5 (inclusive), and Sec 107.13.4 shall not apply.

2.0 Should the contractor violate this condition of no railroad involvement, all terms and conditions of the interaction with the Railroad shall be solely between the Railroad and the contractor.

CC. Truck Mounted Attenuator (TMA)

1.0 Description. If a truck mounted attenuator (TMA) is shown for use in a traffic control plan or if an additional TMA is specified in the job order for use at a specific work location, the contractor shall furnish, operate, repair, replace, and maintain a TMA as indicated on the plans or as directed by the engineer.

2.0 Basis of Payment. Payment will be made at the contract unit price for each of the pay items included in the contract and will be considered full compensation for all labor, material, and equipment necessary to furnish and maintain the TMA.

2.1 If a truck mounted attenuator (TMA) is shown for use in a traffic control plan then payment will be considered covered by the contract unit price of that plan.

2.2 If an additional TMA is specified in the job order for use at a specific work location, the TMA will be paid for once at the established fixed unit price for:

Item 616-99.02	Additional Truck Mounted Attenuator	Each
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DD. Environmental Review Requirement

1.0 Description. This project includes undetermined locations throughout the Urban Kansas City District. This area of the state contains many sensitive species (including federally and state listed), protected streams, communities of conservation concern, and protected cultural and historic resources. It is the intent of this JSP, to maintain compliance with state and federal law. In order to achieve this goal, it is important to avoid negative impacts to any sensitive or protected resources that may be present, locations and impact of work must be reviewed by MoDOT Environmental and Historic Preservation Specialists before issuance of a Job Order.

2.0 Restrictions. The following restrictions will ensure that MoDOT adheres to all environmental regulations as required by federal law.

2.1 Tree Clearing. No tree clearing is permitted for any activity without prior coordination with MoDOT Environmental.

2.2 Erosion Control. Erosion control measures shall be implemented in order to reduce suspended solids, turbidity and downstream sedimentation that may enter the ecosystem of any cave, surface water, or ground water sink.

2.3 Work Near Water Bodies Work shall not be allowed below the ordinary high water elevation of any stream or lake. No work will be allowed in any wetlands. Personnel shall not drive or place any equipment in any waterway. Coordination with the Design - Environmental Section, and permitting and consultation with regulatory agencies, is required prior to any proposed activity below ordinary high water elevation or within a wetland.

3.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.