


JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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Job No. JSRM0074,
JSRM0075,JSUM0076
Various Routes
Various Counties

 <p>SHANNON M. KELLNER NUMBER PE-2011015763</p> <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: JSRM0074, JSRM0075, JSUM0076 VARIOUS COUNTIES, MO DATE PREPARED: 1/9/2025</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: ALL</p>	

JOB
SPECIAL PROVISIONS

A. General - Federal JSP-09-02K

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 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:

Shannon Kellner – Project Contact
MoDOT – Southwest District
1057 E. Gaines Dr. Clinton, MO 64735
Cell Number: 417-880-8046
Email: Shannon.Kellner@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:

Mr. Joe Dotson
Signal/Lighting Coordination Contact
Telephone Number: (417) 733-0664
Email: Joseph.Dotson@modot.mo.gov

Mr. Shannon Johnson
Signal/Lighting Coordination Contact
Telephone Number (417) 291-6195
Email: Shannon.Johnson@modot.mo.gov

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 repair for signal and 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 project may also include minor modifications and improvements to signal and lighting equipment in an area. The work will be prescribed through individual Job Orders issued to the contractor by the signal/lighting coordination contacts for each work location.

2.0 A work location for this contract shall be limited to:
a) an intersection and 1000 feet from the center of the intersection, or
b) an interchange and 1000 feet from the ends and beginnings of the ramps.

3.0 The project limits for the work for each project will be as described below:

- JSRM0074: Barry, Barton, Dade, Jasper, Lawrence, McDonald, and Newton counties.
- JSRM0075: Bates, Benton, Cedar, Henry, Hickory, St. Clair, and Vernon counties.
- JSUM0076: Christian, Dallas, Greene, Polk, Stone, Taney, and Webster counties.

4.0 Job Orders will be issued for work to be performed all year, unless otherwise mutually agreed upon between the contractor and the signal/lighting coordination contacts.

5.0 The Commission is not bound to issue a minimum or maximum number of Job Orders during the contract term. It is the intent, however, to meet the anticipated budget, as noted elsewhere within this proposal. Award of contract does not guarantee any Job Orders during the duration of the contract.

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 signal/lighting coordination contacts will identify the required work at an individual work location in collaboration with the contractor at a Joint Scope Meeting. The signal/lighting coordination contacts 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 signal/lighting coordination contacts 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 the 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 Joint Scoping Process. Field meeting between the signal/lighting coordination contacts and the contractor to review site conditions and determine job tasks to be performed within the scope of an agreed to Job Order.

4.3 Job Order Proposal. A draft document that gives an itemized listing of the job tasks to be performed by the contractor, estimated quantities, fixed cost pay items and any non-fixed cost pay items and costs that have been determined. The Job Order must also include a proposed project schedule; a list of proposed subcontractors indicating D/M/WBE status; and any sketches, drawings, or layouts; amendments to the safety plan and an erosion and sedimentation control plan; or technical data or information on proposed materials or equipment.

4.4 Job Order. A written order from the signal/lighting coordination contacts 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.

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

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

4.7 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.

4.8 Non- Emergency Work. All work that is not defined as emergency work.

4.9 Emergency Work. Work that requires initiation within 8 hrs of initial contact.

E. Procedures for Developing a Job Order

1.0 Initiation of a Job Order. The signal/lighting coordination contacts will notify the contractor of a potential Job Order. The notification will be issued by electronic mailing or facsimile machine at the discretion of the signal/lighting coordination contacts to the contractor, unless the signal/lighting coordination contacts approve other arrangements. Depending on the complexity of the potential job order, a Joint Scoping Meeting will be required. The contractor shall confirm receipt of all job orders by the same means as issued. Notification for emergency repair work can be initiated by telephone.

1.1 If deemed necessary to conduct a Joint Scoping Meeting due to the complexity of the job order, the contractor shall attend the meeting 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 The signal/lighting coordination contacts will prepare a draft detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. This will be done upon completion of the joint scoping process, if one was necessary. 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 signal/lighting coordination contacts 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 signal/lighting coordination contacts will prepare a Draft Job Order and submit the order to the contractor for final review. The contractor and

the signal/lighting coordination contacts 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 signal/lighting coordination contacts and contractor have agreed to the scope of work and Fixed Cost and Non-Fixed Cost tasks to be performed, the signal/lighting coordination contacts will finalize the official Job Order and submit the Job Order for the contractor to review. If the contractor is not clear or in disagreement with the terms of the Job Order he shall work with the signal/lighting coordination contacts 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.

5.1 The contractor shall provide 1-hour notification prior to the start of repair work for emergency Job Orders and 48 hour notification for all other Job Orders.

F. Term of Contract

1.0 The term of this contract shall be for the period commencing March 20, 2025 and shall end March 19, 2026.

1.1 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.

2.0 The contract may be extended under the original terms and contract prices for the period commencing March 20, 2026 and shall end March 19, 2027 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 September 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 October 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 signal and lighting repairs 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 as well as all labor, equipment and material required to remove the existing facilities(if applicable). 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.

1.0 Fixed Unit Price List for Signal and Lighting Repair Job Orders.

Item Number	Description	Unit	Fixed Unit Price
6081010	CONCRETE CURB RAMP (INCLUDES REMOVAL OF EXISTING)	SY	\$92.00
6081012	TRUNCATED DOMES (INCLUDES REMOVAL OF EXISTING)	SF	\$30.00
6086004	CONCRETE SIDEWALK, 4 IN (INCLUDES REMOVAL OF EXISTING)	SY	\$50.00
6091010	CONCRETE CURB (6 IN HEIGHT AND UNDER) TYPE S (INCLUDES REMOVAL OF EXISTING)	LF	\$30.00
6091051	CURB AND GUTTER, TYPE A OR TYPE B (INCLUDES REMOVAL OF EXISTING)	LF	\$25.00
6162004	TEMPORARY SHORT-TERM RUMBLE STRIPS	EA	\$1500.00
6169902	MISC. WORK BEYOND SHOULDER	EA	\$120.00
6169902	MISC. SHOULDER WORK – UNDIVIDED ROADWAYS	EA	\$190.00
6169902	MISC. SHOULDER WORK – DIVIDED ROADWAYS	EA	\$300.00
6169902	MISC. 1-LANE 2-WAY OPERATION W/ FLAGGERS	EA	\$650.00
6169902	MISC. INTERSECTION RIGHT LANE CLOSURE- WORK ON NEAR OR FAR SIDE	EA	\$700.00
6169902	MISC. INTERSECTION LEFT LANE CLOSURE- WORK ON NEAR OR FAR SIDE	EA	\$800.00
6169902	MISC. LANE CLOSURE ON DIVIDED HIGHWAY	EA	\$600.00
6169902	MISC. ENTRANCE RAMP AREA, MAINLINE WORK	EA	\$325.00
6169902	MISC. ENTRANCE RAMP AREA, ACCEL LANE WORK	EA	\$300.00
6169902	MISC. EXIT RAMP AREA, MAINLINE/DECEL LANE WORK	EA	\$350.00
6169902	MISC. ADDITIONAL TRUCK MOUNTED ATTENUATOR	EA	\$250.00
6169902	MISC. ADDITIONAL FLASHING ARROW PANEL	EA	\$95.00
6169902	MISC. ADDITIONAL DIRECTIONAL INDICATOR BARRICADE	EA	\$11.00
6169902	MISC. ADDITIONAL CHANNELIZER (TRIMLINE/DRUM)	EA	\$8.00
6169902	MISC. ADDITIONAL CHANGEABLE MESSAGE SIGN	EA	\$500.00

6169902	MISC. ADDITIONAL ADVANCED WARNING RAIL SYSTEM	EA	\$12.00
6169902	MISC. ADDITIONAL FLAG ASSEMBLY	EA	\$5.00
6169902	MISC. SEQUENTIAL FLASHING WARNING LIGHT	EA	\$50.00
6169904	MISC. ADDITIONAL TRAFFIC CONTROL SIGNS	SQFT	\$4.00
8059901	MISC. CLEAN UP, GRADING AND SEEDING	LS	\$200.00
8061007A	CURB INLET CHECK (INCLUDES REMOVAL)	EA	\$150.00
8061019	SILT FENCE	LF	\$3.00
9017110	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	LF	\$1.00
9017404	CABLE CONDUIT, 1 IN, 2 CONDUCTORS AND 1 BARE NEUTRAL, 6 AWG		\$4.00
9017407	CABLE-CONDUIT, 1 IN., 2 CONDUCTORS AND 1 BARE NEUTRAL, 8 AWG	LF	\$3.00
9019901	MISC. LIGHT POLE RE-ERECTION AND LIGHT BASE REPAIRS, INSTALLATION ONLY (INCLUDES REMOVAL OF EXISTING)	EA	\$750.00
9019902	LED LUMINAIRE REPLACEMENT, INSTALLATION ONLY(MODOT SUPPLIED LUMINAIRE, INCLUDES REMOVAL OF EXISTING)	EA	\$40.00
9025020	CONDUIT, 1 IN, LOOP DETECTOR	LF	\$7.15
9025200	CONDUIT, 2 IN, TRENCH	LF	\$8.25
9025300	CONDUIT, 3 IN, TRENCH	LF	\$10.00
9025400	CONDUIT, 4IN, TRENCH	LF	\$10.50
9027200	CONDUIT, 2 IN PUSHED	LF	\$14.50
9027300	CONDUIT, 3 IN PUSHED	LF	\$25.00
9028302	CABLE, 12 AWG 2 CONDUCTOR	LF	\$1.20
9028308	CABLE, 16 AWG 2 CONDUCTOR	LF	\$1.35
9028310	CABLE, 16 AWG 5 CONDUCTOR	LF	\$1.70
9028311	CABLE, 16 AWG 7 CONDUCTOR	LF	\$1.45
9028312	CABLE, SPECIALTY, INSTALLATION ONLY(MODOT SUPPLIED CABLE)	LF	\$1.00
9028500	CABLE,LOOP DETECTOR, IN DUCT #14 AWG 1 CONDUCTOR	LF	\$5.25
9028510	CABLE, LOOP DETECTOR, LEAD-IN #14 AWG 2 CONDUCTOR	LF	\$1.20
9028610	POWER SUPPLY ASSEMBLY, TYPE I (INCLUDES REMOVAL OF EXISTING)	EACH	\$2,375.00
9028620	POWER SUPPLY ASSEMBLY, TYPE II (INCLUDES REMOVAL OF EXISTING)	EACH	\$4,500.00
9028810	PULL BOX, PREFORMED CLASS I (INCLUDES REMOVAL OF EXISTING)	EACH	\$1,015.00
9028811	PULL BOX, PREFORMED CLASS 2(INCLUDES REMOVAL OF EXISTING)	EACH	\$1050.00
9028812	PULL BOX, PREFORMED CLASS 3(INCLUDES REMOVAL OF EXISTING)	EACH	\$1,575.00
9028816	PULL BOX, PREFORMED CLASS 5(INCLUDES REMOVAL OF EXISTING)	EACH	\$1275.00
9028820	PULL BOX, CONCRETE, STANDARD (INCLUDES REMOVAL OF EXISTING)	EACH	\$2,450.00
9028821	PULL BOX, CONCRETE, DOUBLE, TYPE A (INCLUDES REMOVAL OF EXISTING)	EACH	\$3,550.00

9028824	PULL BOX, CONCRETE, DOUBLE, TYPE B (INCLUDES REMOVAL OF EXISTING)	EACH	\$2,725.00
9029100	BASE, CONCRETE (INCLUDES REMOVAL OF EXISTING BASE)	CY	\$1,100.00
9029901	SIGNAL POST RE-ERECTION, INSTALLATION ONLY	EACH	\$1,375.00
9029901	SIGNAL POST, WOOD, REPLACEMENT (MODOT SUPPLIED WOOD POST) (INCLUDES REMOVAL OF EXISTING)	EACH	\$1,000.00
9029902	SIGNAL LED REPLACEMENT, INSTALLATION ONLY (INCLUDES REMOVAL OF EXISTING)	EACH	\$40.00
9029903	SIGNAL HEAD BACKPLATE REPLACEMENT, CONTRACTOR SUPPLIED (INCLUDES REMOVAL OF EXISTING)	EACH	\$200.00
9029904	REFLECTIVE SIGNAL BACKPLATE REPLACEMENT, CONTRACTOR SUPPLIED (INCLUDES REMOVAL OF EXISTING)	EACH	\$230.00
9029905	SIGNAL HEAD AND MOUNTING HARDWARE REMOVAL AND REPLACEMENT (MODOT SUPPLIED HEAD AND HARDWARE)	EACH	\$350.00
9029906	CONCRETE, PREFORMED PUL BOX SUPPORT PAD	CY	\$1,100.00
9029907	TRAFFIC CAMERA REPLACEMENT (MODOT SUPPLIED CAMERA AND HARDWARE)	EA	\$200.00
9039901	SIGNAL MOUNTED SIGN INSTALLATION- CONTRACTOR FURNISHED (INCLUDES REMOVAL OF EXISTING)	SF	\$25.00

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 Factor

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.

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

Note: The Adjustment Factors used are for example purposes only and are 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 each project will be as described below:

- JSRM0074 will have a minimum budget of \$0 dollars and an anticipated maximum of \$80,000 dollars.
- JSRM0075 will have a minimum budget of \$0 dollars and an anticipated maximum of \$14,000 dollars.
- JSUM0076 will have a minimum budget of \$0 dollars and an anticipated maximum of \$93,000 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 65%, Nighttime hours is 30%, and Weekend hours is 5%. 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.

M. First Priority Repair

1.0 If the engineer determines the safety of the public is unduly compromised by the damaged facility, the work will be designated as a First Priority Repair, and as such, will take precedent over any routine pending Job Orders, as specified herein. Commission forces or others will initially respond to the location and perform such work as necessary to reduce the immediate danger to the public.

2.0 The contractor shall provide a means for the engineer to contact the contractor 24 hours a day for emergencies. The contractor will be notified by telephone of the location of the First Priority Repair and extent of work needed. Written confirmation of the required work will be provided by e-mail or text immediately after notification by phone. The Job Order will be negotiated and issued by the Commission within 4 hours of notification to the contractor.

3.0 The contractor shall respond to the work location and begin the First Priority Repair work within 8 hours of the initial notification of the First Priority Repair. After beginning the First Priority Repair work, the contractor shall continuously and diligently pursue the work according to the mutually agreed upon schedule in the Job Order until all of the repairs described in the Job Order are complete, unless otherwise approved by the engineer. After completing the repair, the contractor shall remove and properly dispose of all material that was removed and replaced as part of the repair. Any salvageable material shall be transported to the Missouri Department of Transportation's Maintenance Facility located at 2455 N Mayfair Ave., Springfield, MO 65803.

3.1 Additional time to begin the work may be granted for shipment of repair items not included in the Fixed Unit Price List. The contractor shall notify the Engineer immediately of any delays due to shipment of non-Fixed Cost pay items.

4.0 If multiple First Priority Job Orders are active simultaneously, all First Priority Job Orders shall be completed prior to routine Job Order repairs and in the order issued unless otherwise re-prioritized by the Engineer.

4.1 If a First Priority Job Order is issued while a current First Priority Job Order is active, the Notice to Proceed for the subsequent First Priority Job Order will be no less than 12 hours following the planned completion of the active First Priority Job Order.

4.2 If issuance of one or more First Priority Job Orders causes delays to other pending routine Job Orders, additional time will be granted for completion of the other repairs if the contractor can provide sufficient evidence that issuance of the First Priority Job Order was cause for the delay.

4.3 Based on repair history, it is estimated that use of the First Priority Repair will occur fewer than 2 times per year. However, the Commission makes no guarantee of the actual number of First Priority Repairs that may be required.

5.0 No additional payment will be made for First Priority Repairs. Payment will be made for work as specified elsewhere in the contract.

N. 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 seven (7) calendar days of the notice to proceed date.

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.

O. 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.

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.

P. 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.

Q. Liquidated Damages for Failure or Delay in Beginning Work and/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.

R. Liquidated Damages Specified for First Priority Repair Response

1.0 Description. For those job orders that are designated as a first priority repair, if the contractor does not respond to the work site and begin the first priority repair work within 24 hours, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, increased potential liability, increased traffic and traffic flow regulation cost and greater traffic congestion, and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per hour** that the first priority repairs are not started, in excess of the limitation as specified elsewhere in the contract documents. The Engineer will determine the quantity of excess time.

1.1 The said liquidated damages specified for first priority repair response will be assessed in addition to any other applicable liquidated damages specified elsewhere in the contract documents.

S. 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.

T. 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 contractor shall designate a contact person who is available for the duration of the work to resolve any traffic impact issues resulting from the contractor's operations. 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 as soon as practical any postponement due to weather, material, or other circumstances and shall 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 construction 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 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 construction 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. Each Job Order will specify work hours or work hour restrictions based on the repair location, this may include peak hour restrictions. The following table provides general guidance as to the most restrictive schedule for when work on or adjacent to the roadway may be allowed.

<u>Traffic Control Plan Type</u>	<u>Work Hours (Monday thru Friday)</u>
Single Lane Closure	7:30 p.m. to 4:30 a.m.
Double Lane Closure	9:30 p.m. to 4:30 a.m.
Triple Lane Closure	10:00 p.m. to 4:30 a.m.
Interior Lane Closure	9:30 p.m. to 4:30 a.m.
Ramp Closure	Hours and days as approved by the engineer
One Lane Two Way Operation with Flagger	Hours and days as approved by the engineer

Specific work hours for an individual work location shall be according to the mutually agreed upon schedule in the Job Order.

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.

U. Traffic Control Plan Types

1.0 Description. The following traffic control plan types shall be used for the job orders issued for 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)
2 each	Speed Limit XX (Normal Speed)
14 each	Directional Indicator Barricade
30 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

2.2 Double Lane Closure. The contractor shall obtain approval from the engineer prior to any double lane closure. A double lane closure shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
2 each	2 Right (Left) Lanes Closed Ahead
2 each	Reduced Speed Limit Ahead (Symbol)
2each	Right (Left) Lane Closed
2 each	Merge with Right (Left) Arrow
4 each	Speed Limit XX MPH
4 each	Work Zone (Plaque)
2 each	Speed Limit XX (Normal Speed)
28 each	Directional Indicator Barricade
100 each	Channelizer (Trim Line)
3 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

2.3 Interior Lane Closure. The contractor shall obtain approval from the engineer prior to any interior lane closure. An interior 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)
1 each	Center Lane Closed Ahead
1 each	Right (Left) Reverse Curve (Symbol)
2 each	Speed Limit XX (Normal Speed)
14 each	Directional Indicator Barricade
100 each	Channelizer (Trim Line)
3 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

2.4 Triple Lane Closure. The contractor shall obtain approval from the engineer prior to any triple lane closure. A triple lane closure shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
2 each	3 Right (Left) Lanes Closed Ahead
2 each	Reduced Speed Limit Ahead (Symbol)
3 each	Right (Left) Lane Closed
3 each	Merge with Right (Left) Arrow
2 each	Speed Limit XX (Normal Speed)
42 each	Directional Indicator Barricade
100 each	Channelizer (Trim Line)

4 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

2.5 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. Uncovering and covering any detour trailblazing placards furnished and installed by others is included in the work.

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)
2 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
2 each	Changeable Message Sign (Contractor Furnished / Retained)
3 each	Type III Movable Barricade

2.6 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, channelizers, and Type III Movable Barricades 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, multiple bridges, 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 Temporary Traffic Control Single Lane Shift. When a Single Lane Closure is used for work on a divided highway, and repairs are necessary in both the right and left lanes within the same log mile range and direction, payment for the Temporary Traffic Control Single Lane Shift shall be paid for at the fixed unit price.

6.0 Method of Measurement and Basis of Payment.

6.1 Measurement of lane closures will be made per Job Order. Payment will be made for a maximum of one (1) of each lane closure type at a specific work location, within the maximum 2 mile range, per job order. Payment will not be made for any lane closure that does not result in productive repair work as determined by the engineer. Additional lane closures may be installed by the contractor at the contractor's expense. The accepted quantity of each lane closure will be paid for at the fixed unit price for:

Item 616-99.02	Single Lane Closure	Each
Item 616-99.02	Double Lane Closure	Each
Item 616-99.02	Interior Lane Closure	Each
Item 616-99.02	Triple Lane Closure	Each
Item 616-99.02	Ramp Closure	Each
Item 616-99.02	Temporary Traffic Control Single Lane Shift	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.

6.2 Measurement of additional traffic control devices will be made per 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.

V. 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 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.

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.

Joseph Dotson, Signal and Lighting Coordination Contact: (417) 733-0664
Shannon Johnson, Signal and Lighting Coordination Contact: (417) 291-6195

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	(417) 895-6868
MoDOT District Customer Service	(417) 895-7600
Barry County Sheriff	(417) 847-3121
Barton County Sheriff	(417) 682-5541
Dade County Sheriff	(417) 637-2312
Jasper County Sheriff	(417) 358-8177
Lawrence County Sheriff	(417) 466-2131
McDonald County Sheriff	(417) 223-4319
Newton County Sheriff	(417) 451-8352
Joplin Police Department	(417) 623-3131

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.

Y. 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.

1.1 If the contractor fails to provide 5-days notification prior to start of work for all Job Orders, this provision will not apply.

Z. Mobilization

Delete Sec 618.2 and substitute the following:

618.2 Basis of Payment. Payment shall be made for mobilization as provided for in the Job Order as follows:

Item 618-99.02	Mobilization-Signal and Lighting Repair	Each
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AA. 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.

BB. 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: Remove and replace three broken light poles and wiring. Location will only require shoulder closure.

Item Description	Fixed Unit Price	Quantity	Price
Misc. Light Pole Re-Erection and Light Base Repair, Installation Only	\$750.00	3 Each	\$2,250.00
Cable Conduit, 1 in., 2 Conductors and 1 Bare Neutral, 6 AWG	\$4.00	400 LF	\$1,600.00
Misc. Shoulder Work – Undivided Roadway	\$190.00	1 Each	\$190.00
Misc. Clean up, Grading, Seeding/Fertilizing	\$200.00	1 Each	\$200.00
		Subtotal:	\$4,240.00
Adjustment Factor	1.200		
		TOTAL:	\$5,088.00

1.2 Job Order Sample 2: Remove and replace damaged power supply, signal post, wiring, concrete sidewalk and ramps. Location requires a 'Single Lane Closure'.

Item Description	Fixed Unit Price	Quantity	Price
Misc. Power Supply Assembly, Type II	\$3,100.00	1 Each	\$3,100.00
Conduit, 2 IN , In Trench	\$8.25	50 LF	\$412.50
Pull Box, Preformed Class 2	\$1050.00	1 Each	\$1050.00
Cable Conduit, 1 IN, 2 Conductor and 1 Bare Neutral, 6 AWG	\$4.00	30 (10 LF)	\$120.00
Signal Post Re-Erection, Installation Only	\$1,375.00	1 Each	\$1375.00
Misc. Lane Closure on Divided Highway	\$600	1 Each	\$600.00
Concrete Sidewalk, 4 IN(includes removal)	\$50.00	3 SY	\$150.00
Concrete Curb (6 IN Height and Under) Type S(Includes Removal of Existing)	\$30.00	2 L.F.	\$60.00
		Subtotal:	\$6,867.50
Adjustment Factor	1.200		
		TOTAL:	\$8,241.00

CC. Supplemental Revisions JSP-18-01EE

- 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.

- **Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:**

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

- Third-Party Test Waiver for Concrete Aggregate

1.0 Description. Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

2.0 Material. All aggregate for concrete shall be in accordance with Sec 1005.

2.1 MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

2.3 Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

3.0 Testing Facility Requirements. All third-party test facilities shall meet the requirements outlined in this provision.

3.1 The testing facility shall be AASHTO accredited.

3.1.1 For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

3.1.2 Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

3.2 The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

3.3 Results, no more than five years old, from the third-party test facility shall compare within ± 2.0 percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

3.4 When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

4.0 Method of Measurement. There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

5.0 Basis of Payment. No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

DD. 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 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	ADDITIONAL ADVANCED WARNING RAIL SYSTEM Provide additional advanced warning rail system for use in addition to other devices specified in the traffic control plan.
616-99.02	ADDITIONAL FLAG ASSEMBLY Provide additional flag assembly 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	SHOULDER WORK – DIVIDED ROADWAYS

Provide traffic control for work on shoulder or vehicles parked on
Shoulder of a DIVIDED HIGHWAY.

- 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 INTERSECTION RIGHT LANE CLOSURE- WORK ON NEAR OR FAR
SIDE
Provide traffic control closing right lane at an intersection,
work either on the near or far side of the intersection.
- 616-99.02 INTERSECTION LEFT LANE CLOSURE- WORK ON NEAR OR FAR
SIDE
Provide traffic control closing left lane at an intersection,
work either on the near or far side of the intersection.
- 616-99.02 LANE CLOSURE ON DIVIDED HIGHWAY
Provide traffic control for one lane closure, either left of right, of a Divided
Highway.
- 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.
- 805-99.01 MISC. Cleanup, Grading and Seeding/Mulching
After removal, repair or installation of items, the area shall be cleaned up
of any materials waste, concrete pieces, rocks and other debris. Areas
that have been trenched or excavated will be graded smooth to its original
condition and seeded, fertilized, and mulched in accordance with Section
805 and 802 of the Missouri Standard Specification for Highway
Construction.
- 901-99.01 Light Pole Re-Erection and Light Base Repairs, Installation Only
This pay item is used to erect an existing light pole. This includes labor
only. This includes realignment and/or repair of the light base if the base
has been impacted. MoDOT will supply all necessary bolts and parts for
the repair. Needed repairs will be as determined by the MoDOT Project
Contact.
- 901-99.02 LED Luminaire Replacement, Installation Only

This pay item is used when ordering field replacement of existing luminaires for the primary purpose of converting an entire lighting system (intersection or interchange) to higher efficiency L.E.D. type luminaires. Although paid per luminaire, the intended purpose of this pay item is to upgrade several luminaires in a common location. This pay item is for labor only, luminaires will be provided by MoDOT.

- 902-99.01 Signal Post Re-Erection, Installation Only
This pay item is used to erect an existing signal pole. This includes the labor only. Contractor shall re-erect pole including re-connecting and re-erecting any mast arms the pole had attached. Any bolts or other hardware will be supplied by MoDOT.
- 902-99.01 Signal Post, Wood, Replacement (Includes removal of Existing) This pay item is used to replace damaged or deteriorated wood poles at traffic signals and flashers. This includes the labor only. Contractor shall remove the existing wood pole and install a MODOT provided wood pole including re-attaching guy cables, signal cables, conduit and wiring.re-erect pole including re-connecting and re-erecting any mast arms the pole had attached. Any bolts or other hardware will be supplied by MoDOT.
- 902-99.02 Signal LED Replacement, Installation Only
This pay item is used to replace LED lights at signals. This includes the labor only. MoDOT will supply a wiring diagram to the Contractor to show the LED indications needed for Signal LED Replacements. The LED will be supplied by MoDOT.
- 902-99.03 Signal Head Backplate Replacement, Contractor Supplied
This pay item is used to replace an existing Signal backplates with a contractor provided non-reflective backplate. It is the responsibility of the Contractor to supply the materials of like kind for signal back plate replacements.
- 902-99.04 Reflective Signal Backplate Replacement, Contractor Supplied
This pay item is used to replace Signal back plates provided by the contractor. It is the responsibility of the Contractor to supply the materials of like kind for signal back plate replacements. Regardless of the existing backplate removed, the backplate will be replaced with a reflective back plate as directed by the MoDOT Project Contact.
- 902-99.05 Signal Head and Mounting Hardware Removal and Replacement (MODOT supplied Head and Hardware)
This pay item is used to replace existing signal heads. This is for labor only. The MoDOT Project Contact will supply an intersection diagram and indicate the desired signal face for each signal head and hardware package in need of replacement. The signal head, LED's, back plate and mounting hardware will be supplied by MoDOT.

- 902-99.06 Concrete, Preformed Pull Box Support Pad
This pay item is used when ordering concrete support pads to be constructed as part of a pull box replacement or around existing preformed pull boxes. This item includes all labor and materials to form and construct the pads as depicted in the included plan drawing "PREFORMED PULL BOX CONCRETE PAD". Pad dimensions vary with pull box size.
- 902-99.07 Traffic Camera Removal And Replacement
This pay item is used when ordering field replacement of pan, tilt, zoom traffic surveillance cameras. This pay item is for labor only. The camera, housing, connectors, and mounting hardware will be supplied by MoDOT.
- 903-99.01 Signal Mounted Sign Installation Contractor Furnished
This pay item is used to remove and replace existing signal mounted signs or provide and install a new sign on a signal. The Contractor shall provide the new sign as specified by the MoDOT Project Contact. The Contractor shall also supply any mounting hardware necessary.

EE. Previous Job Order Information

1.0 Previous Job Orders. Job order information, consisting of quantities and pay items that were issued for past contracts will be available from the Project Contact upon the bidder's written request. This information does not constitute part of the bid or contract documents. It is provided for the bidder's use during bid preparation, and shall not be considered a representation of actual job orders to be issued during construction for this contract. Furnishing this information does not relieve a bidder or contractor from the responsibility of estimating the number and types of job orders that will be issued for future contracts. The bidder or contractor shall assume the risk of error if the information is used for any purposes for which the information was not intended. The Commission makes no representation as to the accuracy or reliability of the information, since the information may not be representative of the sealed contract documents. Any assumption the bidder or contractor may make from this information is at the bidder or contractor's risk; none are intended by the Missouri Highways and Transportation Commission. The bidder or contractor assumes the sole risk of liability or loss if the bidder or contractor does rely on this information to its detriment, delay or loss.

FF. 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.

Additional Information

Plan Drawing - Preformed Pull Box Concrete Pad

