

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

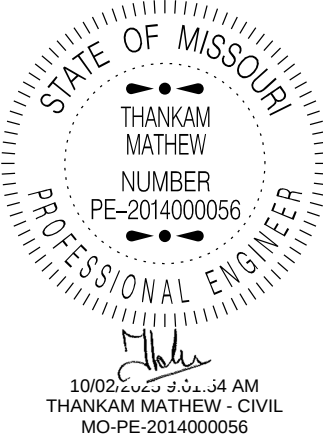
(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

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Job No.: JKU0308

Route: Various

County: Various

 10/02/2025 9:54:34 AM THANKAM MATHEW - CIVIL MO-PE-2014000056	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JKU0308 VARIOUS COUNTIES, MO DATE PREPARED: 09-16-2025
ADDENDUM DATE:	
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISION

A. General – State JSP-09-03L

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

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

State Wage Rates

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 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:

Ms. Thankam Mathew
Project Manager
Telephone Number: (816) 607-2047
Email: Thankam.mathew@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. Steven Sandifer
Resident Engineer
Telephone Number: (816-927-9214

Email: Steven.Sandifer@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 lighting equipment on an as needed basis in response to sudden occurrences, such as physical damage by the elements, accident, theft, or as a result of wear and tear. The contractor will be notified of the need for work by written notice on a location-by-location basis.

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

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

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

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

6.0 Work may be required during daytime or nighttime hours, dependent on traffic impacts, as determined by the engineer. Daytime repairs are often allowed but restricted to non-peak hours for traffic (see JSP CC. Working Hours). Some job orders may be designated as higher priority than other active job orders, but this contract does not require emergency repairs.

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

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

9.0 Inventory Requirement. Reasonable time is allowed for repairs in order to account for procuring materials a contractor might not keep in inventory but are otherwise known to be available on short notice. The contractor shall maintain an inventory of routine materials that are known to take an extraordinary amount of time to procure, such as standard light poles (30'-Type AT, and 45'-Type AT Design 2). These poles have historically required frequent replacement and are known to require significant advance lead time for delivery; therefore, a reasonable supply shall be maintained in the contractor's inventory to avoid delays that would otherwise be caused by material procurement. To provide perspective, under a previous job order contract, during the two-year period from July 1, 2022, to June 30, 2024, twenty-five 30' light poles and twenty-five 45' light poles were replaced.

D. Job Order Contract

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

2.0 The Engineer will identify the required work at an individual work location in collaboration with the contractor at a Joint Scope Meeting. The Engineer will provide the contractor with a draft Detailed Scope of Work which the contractor shall review or the Engineer will ask the contractor to investigate the problem, propose and fix the solution under the Mobilization /Troubleshooting. The contractor shall communicate to the Engineer the progress and any changes on the Job Order and scope of work on a routine basis. At any given time the Contractor may be performing more than one Job Order.

3.0 The contract includes a list of fixed cost pay items with fixed unit prices. Payment for the work will be determined by multiplying the fixed unit prices by an applicable Adjustment Factor. Two adjustment factors are provided, one for LIGHTING items and one for TRAFFIC CONTROL items. The contractor shall bid these factors to be applied to the applicable fixed unit prices. The total cost of an individual Job Order will be determined by multiplying the fixed unit prices of each fixed cost pay item by the appropriate quantity and then multiplying the total cost of all fixed cost pay items by the appropriate Adjustment Factor

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

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

5.0 Definitions.

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

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

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

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

5.5 Non-Fixed Cost Pay Item. Work for which a description and fixed cost is not set forth in the pay item list. Payment for non-fixed cost pay items will be in accordance with Sec 109.4.2, 109.4.3, or 109.4.4 as determined by the engineer. The Adjustment Factor will not be applied to the non-fixed cost pay items.

E. Job Order Procedure

1.0 Draft Job Order. The engineer will prepare a Draft Job Order (DJO) and submit to the contractor by email. The DJO will be provided as an Excel spreadsheet and will include the basic information listed in Section 1.1. The contractor shall review the DJO and respond by email within 24 hours, as specified herein. If the contractor agrees to all terms, and accepts the Job Order as final, the contractor shall respond with concurrence and proceed with the work under those terms. If the contractor has any proposed changes, the contractor shall present those in the response. The engineer will consider any proposed changes and respond with a Final Job Order, as described in Section 2.0. If additional time is required for the engineer to review the contractor's proposed changes, or if time is needed to hold a Joint Scope Meeting prior to the work, the Notice to Proceed date will be postponed accordingly and revised by the engineer.

1.1 Joint Scope Meeting. For complex job orders, or when price agreement negotiations are necessary, or for any other reason deemed necessary by the engineer, a joint scope meeting may be required either in person at the job site, or through Microsoft Teams, to plan the work and complete all job order terms. 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. The contractor's attendance at the joint scope meeting is required and at no additional cost.

1.2 Draft Job Order Information. The Draft Job Order will provide the following information:

- (a) Job order number
- (b) MoDOT Property Damage (PD) No. (when applicable)
- (c) County, route, and location
- (d) Date of issuance
- (e) Proposed Notice to Proceed date (as defined elsewhere in these provisions)
- (f) Required completion date
- (g) Designation if work is restricted to the nighttime period only
- (h) Traffic control plan type
- (i) Additional traffic control devices (if needed)
- (j) Speed limit reduction and normal speed limit (if needed)
- (k) General description of repair
- (l) Estimated repair quantities

2.0 Final Job Order. Following any revisions to the DJO, as authorized by the engineer, the terms in the Job Order are considered binding. The final Job Order is a written notice from the engineer to the contractor directing the work to be performed at each work location. A job order is considered a contract document as defined in Sec 101.2. A separate job order will be issued for each work location, as defined elsewhere in these provisions.

2.1 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 or fails to perform any Job Order or any work identified in a Job Order, the contractor may be considered in default in accordance with Sec 108.

2.2 The Commission reserves the right to cancel or reject a Job Order for any reason. The Commission also reserves the right to not 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.

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

3.0 Completed Job Orders. Following completion of the Job Order work, the contractor shall promptly enter the following information into the Excel Job Order form and return the Job Order to the engineer by email:

- (a) Actual date that repairs were completed
- (b) Actual repair materials used to complete the work and any traffic control changes, as authorized by the engineer
- (c) Printed name of the contractor's authorized representative who is certifying that the work is complete and in compliance with the Job Order, Contract, and plans (when applicable)

3.1 The engineer will review the completed Job Order, make any necessary adjustments to update final quantities, including traffic control, and determine the final payment amount. If any additional time to complete the work is warranted due to the engineer changing priority of Job Order completion, or for any other reason, the engineer will note such time extension in the comments section. Upon acceptance of the work, as described in JSP FINAL INSPECTION AND ACCEPTANCE OF THE WORK, the engineer will serve notice of Acceptance for Maintenance by converting the final completed Job Order to PDF format, digitally signing, and sending a digital copy to the contractor by email. Payment will be made following acceptance. Should any liquidated damages be assessed for failure to complete the work on time, a separate contract adjustment will be made.

F. 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 thirty (30) 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.

G. Term of Contract

1.0 The term of this contract shall be for the period commencing January 5 2026 and ending June 30 2027.

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

H. Fixed Unit Price List

1.0 Description. A fixed unit price list containing unit prices associated with lighting repair is listed below. Fixed unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the construction task. All labor, material, equipment and work required by a specification shall be considered part of the fixed unit price, unless otherwise stated elsewhere in this contract. For material items not listed on the Fixed Unit Price List, payment for the material will be in accordance with Specification 109.5.3, using the actual cost of the lowest price on three recent supplier quotes. Pay limits will be defined in the approved Job Order.

2.0 Fixed Unit Price List.

Lighting				
Line No.	Item Number	Description	Unit	Fixed Unit Price
0010	6191000	Mobilization / Troubleshooting	EA	\$1,500.00
	9011030	Lighting Pole, 30 FT. or 9.0M, Type AT	EA	\$6,356.10
	9011062	Lighting Pole, 45 FT. or 13.5 M, Type AT Design 2	EA	\$11,874.30
	9019902	Breakaway Base for 45 FT. Lighting Pole	EA	\$1,714.20
	9019902	Breakaway Base for 30 FT. Lighting Pole	EA	\$1,990.00
	9019902	Screw in Base for 45 FT. Lighting Pole	EA	\$4,496.40
	9019902	Screw in Base for 30 FT. Lighting Pole	EA	\$3,661.70
	9011115	Bracket Arm, 6 FT. or 1.8 M	EA	\$1,294.70
	9011115	Bracket Arm, 15 FT. or 4.6 M	EA	\$2,234.60
	9011311	Luminaire, LED-A	EA	\$1,700.40
	9011312	Luminaire, LED-B	EA	\$1,901.40
	9011313	Luminaire, LED-C	EA	\$1,805.40
	9017204	Wire, 4 AWG, Bare Neutral	LF	\$9.00
	9017206	Wire, 6 AWG, Bare Neutral	LF	\$8.20
	9017208	Wire, 8 AWG, Bare Neutral	LF	\$7.40
	9012230	Base Mounted Control Station 240 Volt - 4 Circuit	EA	\$11,073.20
	9012231	Base Mounted Control Station 480 Volt - 4 Circuit	EA	\$20,745.50
	9019902	5 AMP Midget Fuse - KTK5	EA	\$50.00
	9019902	8 AMP Midget Fuse - KTK8	EA	\$50.00
	9019902	10 AMP Midget Fuse - KTK10	EA	\$50.00
	9017110	Cable, 10 AWG 1 Conductor, Pole and Bracket	LF	\$1.51
	9017402	Cable-Conduit, 1 IN., 2 Conductors and 1 Bare Neutral, 4 AWG (Aluminum Triplex Cable #4)	LF	\$17.90
	9017404	Cable-Conduit, 1 IN., 2 Conductors and 1 Bare Neutral, 6 AWG (Aluminum Triplex Cable #6)	LF	\$15.70
	9017407	Cable-Conduit, 1 IN., 2 Conductors and 1 Bare Neutral, 8 AWG (Aluminum Triplex Cable #8)	LF	\$14.50
	9019903	Triplex 4/2XLPE Aluminum Overhead Cable	LF	\$7.00
	9019902	Break-a-way In-Line Single Pole Fuse Holder, Size #2 - #12	EA	\$753.90
	9019902	Submersible Connector, 4 Port 2/0 AWG - 14 AWG	EA	\$317.13
	9019902	Submersible Connector, 3 Port 2/0 AWG - 14 AWG	EA	\$304.04
	9019902	Submersible Connector, 2 Port 2/0 AWG - 14 AWG	EA	\$209.11
	9019903	Conduit, 1.5 IN. Rigid	LF	\$9.15
	9019902	Conduit, 1.5 IN. 90 Degree Elbow	EA	\$22.65
	9019902	Conduit, 1.5 IN. Couplers	EA	\$6.45
	9019902	Misc. Theft Proof Door	EA	\$981.90
Traffic Control				
0020	6169902	MISC. WORK BEYOND SHOULDER	EA	\$250.00
	6169902	MISC. SHOULDER WORK - UNDIVIDED ROADWAYS	EA	\$250.00
	6169902	MISC. RIGHT SHOULDER WORK - HIGH SPEED ROADWAY	EA	\$350.00
	6169902	MISC. LEFT SHOULDER WORK - HIGH SPEED ROADWAY	EA	\$500.00
	6169902	MISC. 1-LANE 2-WAY OPERATION W/ FLAGGERS	EA	\$800.00
	6169902	MISC. SINGLE LANE CLOSURE	EA	\$900.00
	6169902	MISC. PARTIAL RAMP CLOSURE	EA	\$400.00
	6169902	MISC. COMPLETE RAMP CLOSURE	EA	\$600.00
	6169902	MISC. ENTRANCE RAMP AREA, MAINLINE WORK	EA	\$400.00
	6169902	MISC. ENTRANCE RAMP AREA, ACCEL LANE WORK	EA	\$400.00
	6169902	MISC. EXIT RAMP AREA, MAINLINE/DECEL LANE WORK	EA	\$400.00
	6169902	MISC. ADDITIONAL TRUCK MOUNTED ATTENUATOR (TMA)	EA	\$350.00
	6169902	MISC. ADDITIONAL FLASHING ARROW PANEL	EA	\$100.00
	6169902	MISC. ADDITIONAL DIRECTIONAL INDICATOR BARRICADE	EA	\$15.00
	6169902	MISC. ADDITIONAL CHANNELIZER (TRIMLINE/)	EA	\$11.00
	6169902	MISC. ADDITIONAL CMS (CONTRACTOR FURNISHED/RETAINED)	EA	\$1,100.00
	6169902	MISC. SEQUENTIAL FLASHING WARNING LIGHT	EA	\$50.00
	6169902	MISC. ADDITIONAL CONSTRUCTION SIGNS	SF	\$4.00
	6169902	MISC. TEMPORARY TRAFFIC CONTROL SINGLE LANE SHIFT	EA	\$500.00

I. Adjustment Factors

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

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

- (a) insurance, bonds and indemnification
- (b) project meetings, training, management and supervision
- (c) project office staff and equipment
- (d) employee or subcontractor wage rates that exceed prevailing wages
- (e) fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances
- (f) business risks such as the risk of 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 Job Order

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

2.0 Lighting Adjustment Factor. The adjustment factor needed to construct any of the fixed items listed in this contract listed under Line Number 0010 of the fixed unit prices.

4.0 Traffic Control Adjustment Factor. The adjustment factor for the traffic control work listed in Line Items 0020.

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

J. Bidding the Adjustment Factors

1.0 The bidder shall complete the bid form by entering two Adjustment Factors, one for *Lighting* and one for *Traffic*. The Adjustment Factors shall be specified to three decimal places. Note that these are contract pay items for contractor payment, not work items.

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

1	.	1	9	8
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OR

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

K. Contract Award

1.0 The Commission will evaluate the bids with the intent of awarding the contract to the lowest responsible bidder. The budget for this project will have a minimum of \$0 dollars and an anticipated maximum budget of \$1,200,000 for this project.

2.0 The lowest bid will be determined by multiplying the Adjustment Factor by the anticipated percent of work for each category of work. For the purposes of determining award of this contract, the estimated percentage of work for Lighting is 90% and Traffic Control is 10%. The extended amount for each item will then be totaled, and the total sum will be used for bid comparison purposes. The initial contract value will be equal to the total sum. The dollar quantities provided in the bid form are only for determining the winning bidder and are not intended to represent the actual value of work that will be assigned.

L. 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.

M. Notice to Proceed

Delete Sec 108.2 and substitute the following:

108.2 Notice to Proceed. For each Job Order, the Engineer will include a notice to proceed, which will stipulate the date the contractor is expected to begin work. The notice to proceed date will normally be 14 calendar days after the job order is issued.

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

N. Sample Job Orders

1.0 The following are example Job Orders intended to be illustrations that may be used as a guide for formulating the bid of the Adjustment Factor. For each example Job Order, the appropriate items that would be used and the quantities are computed based upon the sample work that would be completed in the Job Order. The contractor shall be reminded these are Job

Order samples and the quantity totals in actual Job Orders, if issued, may be more or less than that depicted below or be totally different from the samples illustrated.

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

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

Item Description	Fixed Unit Price	Quantity	Price
Mobilization / Troubleshooting	\$1,000.00	1 Each	\$1,000.00
Luminaire, LED-B	\$1,901.40	9 Each	\$17,112.60
Lighting Pole, 45 FT. or 13.5 M, Type AT Design 2	\$11,874.30	2 Each	\$23,748.60
Bracket Arm, 15 FT. or 4.6 M	\$2,234.60	2 Each	\$4,469.20
Cable-Conduit, 1 IN., 2 Conductors and 1 Bare Neutral, 6 AWG	\$15.70	900 LF	\$14,130.00
		SUBTOTAL	\$60,460.40
Lighting Adjustment Factor	1.20		
		0010 SUBTOTAL	\$72,552.48
Misc. Single Lane Closure	\$900.00	1 Each	\$900.00
Traffic Control Adjustment Factor	1.25	0020 SUBTOTAL	\$1,125.00
		TOTAL	\$73,677.48

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 appropriate Adjustment Factor for tasks performed. The contractor shall perform the Detailed Scope of Work for the Job Order Price as calculated in accordance with the procedure for developing Job Orders set forth herein.

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

3.0 The contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to ensure completion of the

Detailed Scope of Work within the Job Order completion Time or within such extended time for completion as may be granted by the Engineer.

4.0 In order to assist in reviewing the Job Order Price Proposal, the contractor shall as part of the Job Order Proposal prepare and submit to the engineer for approval, a progress schedule showing the order in which the contractor proposes to carry on the work, the date of which it will start the major items of work (including but not limited to excavation, drainage, paving, structures, mobilization, soil erosion and sediment control, etc.) and the critical features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same.

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

P. Final Inspection and Acceptance of the Work

Delete Secs 105.10.7 through 105.10.7.2 and substitute the following:

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

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

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

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

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

1.0 Description. If the contractor, or in case of default, the surety fails to begin or complete the work required in a job order within the time specified, or within such extra time as may be

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

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

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

R. Work Zone Traffic Management Plan

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

2.2 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous work and the contractor is prepared to diligently pursue the work until the closed lane is reopened to traffic.

3.0 Maintenance of Traffic.

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

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

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

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

5.0 Traffic Safety.

5.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

5.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

6.0 Work Hour Restrictions.

6.1 All work shall be scheduled to avoid major sporting events, conventions, concerts, and similar special events as specified by the engineer. During the term of this contract, there are five major holiday periods: New Year's Day, Memorial 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 6:00 a.m. on the first working day subsequent to the holiday, unless otherwise designated by the engineer.

6.1.1 Independence Day. The lane restrictions specified in Section 6.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

When Independence Day falls on:	The Holiday is Observed on:	Halt	Lane	Closures
beginning at:	Allow Lane Closures to resume at:			
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday	
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday	
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday	
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday	
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday	
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday	
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday	

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.

Traffic Control Plan Type	Work Hours (Monday thru Friday)
Single Lane Closure	7:30 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 slowdown one week before traffic is shifted to a detour. The changeable message sign installation shall be placed at a location as approved or directed by the engineer.

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

S. Traffic Control Items

2.0 Plan Types.

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

2 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
2 each	Reduced Speed Limit Ahead (Symbol)
1 each	Right (Left) Lane Closed
1 each	Merge with Right (Left) Arrow
2 each	Speed Limit XX MPH
2 each	Work Zone (Plaque)
14 each	Directional Indicator Barricade
30 each	Channelizer (Trim Line)
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 Ramp Closure. The contractor shall obtain approval from the engineer a minimum of five days prior to any ramp closure. A ramp closure shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
2 each	Ramp Closed Ahead
2 each	Reduced Speed Limit Ahead (Symbol)
2 each	Detour Ahead
2 each	Speed Limit XX MPH
2 each	Work Zone (Plaque)
1 each	Road Closed
2 each	Speed Limit XX (Normal Speed)
14 each	Directional Indicator Barricade
40 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
2 each	Changeable Message Sign (Contractor Furnished / Retained)

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

1 each	Ramp Work Ahead
1 each	Ramp Narrows
1 each	Speed Limit XX MPH
2 each	Work Zone (Plaque)
14 each	Directional Indicator Barricade
40 each	Channelizer (Trim Line)
1 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

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

3 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
1 each	Right (Left) Lane Closed
1 each	Merge

1 each	Ramp Narrows
14 each	Directional Indicator Barricade
50 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

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

3 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
1 each	Right (Left) Lane Closed
1 each	Merge
1 each	Ramp Narrows
1 each	Yield
1 each	Yield Ahead (Symbol)
1 each	Merge Traffic (Symbol)
14 each	Directional Indicator Barricade
50 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

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

2 each	Road Work Ahead
2 each	Right (Left) Lane Closed Ahead
1 each	Right (Left) Lane Closed
1 each	Merge
1 each	Ramp Narrows
1 each	Exit
14 each	Directional Indicator Barricade
50 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator
1 each	Changeable Message Sign (Contractor Furnished / Retained)

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

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

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

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

5.0 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 will be made per each set-up made within the term of the Job Order. A set-up is defined as each installation and removal of traffic control devices at a specific work site. The accepted quantity of each set-up will be paid for at the fixed unit price for:

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

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

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

T. Lighting Repair and Replacement

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

2.0 Materials. All materials shall conform to Division 1000, Materials Details, and specifically Sec 1060, 1061 and 1091. All materials shall be new unless otherwise approved by the

engineer or otherwise allowed by these specifications.

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

3.0 Construction Requirements.

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

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

3.1.2 Unless otherwise directed by the engineer, the contractor may reuse any undamaged major components salvaged from the damaged lighting system or appurtenances in order to provide a fully functional system. Minor components, may only be reused after inspection and approval by the engineer. All new major components shall use new nuts, bolts, and other miscellaneous minor components.

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

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

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

3.3 Installation of New Lighting System. If the work order designates a contract pay item for new lighting system the contractor shall furnish and place the lighting system complete in place. The new system shall be installed at the location designated by the engineer.

3.4 Replacing Poles. Existing poles that have sustained damage that does not allow reuse will be designated for replacement. The existing footing shall be used for the new pole unless the work order designates removal of the footing. For locations with footings abandoned in place, the new pole and base shall be placed immediately adjacent to the removed damaged pole or other location designated by the engineer. All exposed pole holes in abandoned

footings shall be securely backfilled with sand or other approved fine aggregate material and thoroughly tamped. For locations with removed footings, the resulting hole shall be securely backfilled with soil, sand, or other approved material prior to excavating for a new footing.

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

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

4.0 Method of Measurement.

4.1 Measurement of lighting poles, lamps, fuses, connections, bracket arms, luminaires, pull boxes, pole foundations and power supply assemblies will be made per each.

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

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

5.0 Basis of Payment.

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

U. Definition of Special "99 Number" Pay Items

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>
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MATERIAL ITEMS

901-99.02	HIGH PRESSURE SODIUM, LAMP/BULB, 150 WATT Provide high pressure sodium lamp/bulb including all equipment hardware for a full functional system.
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901-99.02	MIDGET FUSE, 5/8/10 AMP Provide midget fuse including all equipment hardware for a full functioning system.
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901-99.02	SUBMERSIBLE CONNECTOR, 4/3/2 Port 2/0 AWG and BREAK-A-WAY IN-LINE SINGLE POLE FUSE HOLDER
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Provide submersible connector and fuse holder including all equipment hardware for a full functioning system.

901-99.02 CONDUIT 1.5 IN. 90 DEGREE ELBOW AND COUPLERS

Provide 1.5-inch diameter 90-degree elbow and couplers for conduit construction.

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

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

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

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

901-99.02 MISC. THEFT PROOF DOOR

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

901-99.03 CONDUIT, 1.5 IN RIGID

Provide 1.5-inch Conduit for a full functioning system.

901-99.03 TRIPLEX 4/2XLPE ALUMINUM OVERHEAD CABLE

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

<u>Traffic</u>	<u>Control</u>	<u>Items</u>
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	RIGHT SHOULDER WORK – HIGH SPEED ROADWAY	Provide traffic control for work on right shoulder or vehicles parked on right shoulder of a high speed roadway as designated by the engineer.
616-99.02	LEFT SHOULDER WORK – HIGH SPEED ROADWAY	Provide traffic control for work on left shoulder or vehicles parked on left shoulder of a high speed roadway as designated by the engineer.
616-99.02	1-LANE 2-WAY OPERATION W/FLAGGERS	Provide traffic control for one lane, two way operation on non-divided two lane pavement, using two flaggers.
616-99.02	SINGLE LANE CLOSURE	Provide traffic control closing one lane, left or right, on a divided highway.
616-99.02	PARTIAL RAMP CLOSURE	Provide traffic control for partial ramp closure.
616-99.02	COMPLETE RAMP CLOSURE	

Provide traffic control for complete ramp closure.

- 616-99.02 ENTRANCE RAMP AREA, MAINLINE WORK
Provide traffic control within an entrance ramp area closing one lane on a divided highway; work is along mainline.
- 616-99.02 ENTRANCE RAMP AREA, ACCEL LANE WORK
Provide traffic control within an entrance ramp area closing one lane on a divided highway. Work is along acceleration lane.
- 616-99.02 EXIT RAMP AREA, MAINLINE/DECEL LANE WORK
Provide traffic control within an exit ramp area closing one lane on a divided highway. Work is along mainline or deceleration lane.
- 616-99.02 ADDITIONAL TRUCK MOUNTED ATTENUATOR
Provide additional truck mounted attenuator for use in addition to other
- 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 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 ADDITIONAL CHANNELIZER (TRIMLINE)
Provide additional channelizers for use in addition to other devices specified in the traffic control plan.
- 616-99.02 ADDITIONAL CHANGEABLE MESSAGE SIGN (CMS CONTRACTOR FURNISHED/RETAINED)
Provide additional changeable message sign for use in addition to other devices specified in the traffic control plan.
- 616-99.02 SEQUENTIAL FLASHING WARNING LIGHT
Provide sequential flashing warning light for use on a channelizing device that forms a merging taper
- 616-99.04 ADDITIONAL CONSTRUCTION SIGNS
Provide additional construction signs for use in addition to other devices specified in the traffic control plan.

V. 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.

W. 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.

X. Emergency Provisions and Incident Management

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The engineer shall also be notified when the contractor requests emergency assistance.

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

Missouri Highway Patrol	(314) 340-4000
MoDOT District KC Customer Service (24 hr)	(816) 622-6500
MoDOT Incident Response (24 hr)	(816) 241-2223
City of Kansas City Police	(816) 234-5000
City of Kansas City Fire	816) 513-0911
Clay County Sheriff	(816) 407-3750
Platte County Sheriff	(816) 858-2424
Cass County Sheriff	(816) 380-8320
Jackson County Sheriff	(816) 524-4302

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

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

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

Y. Utilities

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

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

2.1 It shall be noted by the contractor that MoDOT is a member of Missouri 811 (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri 811. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<https://www.modot.org/intent-work>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri 811 requires.

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

Z. Supplemental Revisions JSP-18-01 JJ

- 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.

- 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 dynamic 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.

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

15.0 Bidder's List Quote Summary. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- **Add Sec 102.7.9 to include the following:**

102.7.9 Bidder's List Quote Summary. Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

AA. Mobilization

618.2 One mobilization will be paid for each job order. This lump sum payment provides full compensation for both mobilizing to the site and for any troubleshooting that may be necessary.

BB. Working Hours

1.0 Due to the wide variance in traffic volumes throughout the contract area, it is not possible to give specific work hours for the term of the contract. No work will be allowed during the morning and afternoon rush periods (6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m.) within the metro area unless otherwise directed or approved by the engineer.

CC. 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.

DD. Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04

1.0 Description. Provide and maintain Truck Mounted Attenuators (TMA) in accordance with Sec 612 and as specified herein.

2.0 Construction Requirements. Truck Mounted Attenuators (TMA) shall be used for the work activities indicated in the plans or specified herein.

3.0 Method of Measurement. No measurement will be made for Truck Mounted Attenuators (TMA).

4.0 Basis of Payment. Delete Sec 612.5.1 and substitute with the following:

612.5.1 No payment will be made for truck mounted attenuators (TMAs) used in mobile operations or for any TMAs designated as optional.

612.5.1.1 Payment for TMAs required for stationary work activities will be paid for at the contract unit bid price for Item 612-30.01, Truck Mounted Attenuator (TMA), per lump sum. The lump sum payment includes all work activities that require a TMA, regardless of the number of deployments, relocations, or length of time utilized. No payment will be made for repair or replacement of damaged TMAs.

EE. Environmental Review Requirement

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

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

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

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

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

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