

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

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

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Job No. JSE0179
Various Routes
Various Counties

 <p><i>Seiji Shimbo</i> 03/02/2026 2:42:21 PM SEIJI SHIMBO - CIVIL MO-PE-2017019046</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: JSE0179 VARIOUS COUNTIES</p> <p>DATE PREPARED: 2/27/2026</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions are authenticated by this seal: ALL</p>	

JOB
SPECIAL PROVISIONS

A. General - Federal JSP-09-02L

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 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 following contact:

Seiji Shimbo, Project Contact
Transportation Project Manager
Southeast District
282 County Road 523
Poplar Bluff, MO 63901

Telephone Number: 573-380-9765
Email: seiji.shimbo@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 engineer listed below: The contract will be administered and inspected by the engineer/contract administrator listed below:

Seth Bollinger, Resident Engineer
Southeast District
105 Industrial Dr
Park Hills, MO 63601
Telephone Number: 573-472-9041
Email: seth.bollinger@modot.mo.gov

3.0 All questions concerning the bid document preparation can be directed to the Central Office – Design as listed below.

Telephone Number: (573) 751-2876
Email: BCS@modot.mo.gov

C. Scope of Work

1.0 The scope of work for this project is to repair eroded slopes and permanently stabilize the slopes to prevent future erosion. The work will be prescribed through individual Job Orders issued to the contractor by the engineer for each work location.

2.0 The work boundaries for the terms of the contract include all Commission owned routes in the following counties:

Bollinger	Iron	Perry	Stoddard
Butler	Madison	Reynolds	Texas
Cape Girardeau	Mississippi	Ripley	Wayne
Carter	New Madrid	Scott	Wright
Douglas	Oregon	Shannon	
Dunklin	Ozark	St. Francois	
Howell	Pemiscot	Ste. Genevieve	

3.0 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.

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

D. Job Order Contract

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

The contractor shall perform all tasks itemized in the Job Order.

2.0 The 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.

3.0 Definitions.

3.1. 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.

3.2 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.

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

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

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

E. 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 1.2. 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. Term of Contract

1.0 The term of this contract shall be for the period commencing *July 1, 2026* and ending *June 30, 2027*.

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.

G. Fixed Unit Price List

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

2.0 Fixed Unit Price List for Erosion Control Job Orders.

MISC. TRAFFIC CONTROL ITEMS			
<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Fixed Unit Price</u>
6169902	MISC. WORK BEYOND SHOULDER	EA	\$250.00
6169902	MISC. SHOULDER WORK - UNDIVIDED ROADWAYS	EA	\$250.00
6169902	MISC. RIGHT SHOULDER WORK - HIGH SPEED ROADWAY	EA	\$350.00
6169902	MISC. LEFT SHOULDER WORK - HIGH SPEED ROADWAY	EA	\$500.00
6169902	MISC. FLAGGERS	DAY	\$1,100.00
6169902	MISC. PILOT CAR	DAY	\$700.00
6169902	MISC. SINGLE LANE CLOSURE	EA	\$900.00
6169902	MISC. PARTIAL RAMP CLOSURE	EA	\$400.00
6169902	MISC. 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. ONE-LANE TWO-WAY OPERATION WITH FLAGGERS	EA	\$800.00
6169902	MISC. ONE-LANE TWO-WAY OPERATION WITH PILOT CAR	EA	\$900.00
6169902	MISC. ADDITIONAL TRUCK MOUNTED ATTENUATOR	EA	\$350.00
6169902	MISC. ADDITIONAL FLASHING ARROW PANEL	EA	\$100.00
6169902	MISC. ADDITIONAL DIRECTIONAL INDICATOR BARRICADE	EA	\$15.00
6169902	MISC. ADDITIONAL CHANNELIZER (TRIMLINE)	EA	\$11.00
6169902	MISC. ADDITIONAL CMS (CONTRACTOR FURNISHED/RETAINED)	EA	\$1,100.00
6169902	MISC. SEQUENTIAL FLASHING WARNING LIGHT	EA	\$50.00
6169904	MISC. ADDITIONAL CONSTRUCTION SIGNS	SF	\$4.00
6169902	MISC. TEMPORARY TRAFFIC CONTROL SINGLE LANE SHIFT	EA	\$500.00

EROSION CONTROL ITEMS			
<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Fixed Unit Price</u>
2079909	MISC. MODIFIED LINEAR GRADING, CLASS 2	STA.	\$550.00
6119910	FURNISHING AND PLACING TYPE 1 ROCK DITCH LINER	TON	\$40.00
6119910	FURNISHING AND PLACING TYPE 2 ROCK DITCH LINER	TON	\$35.00
6119910	FURNISHING AND PLACING TYPE 2 ROCK BLANKET	TON	\$30.00
6119910	MISC. ADDITIONAL HAULING PER TON (DUNKLIN, PEMISCOT, MISSISSIPPI, NEW MADRID COUNTIES ONLY)	TON	\$10.00
6181000	MOBILIZATION	L.S.	\$6,000.00
6181020	ADDITIONAL MOBILIZATION FOR SEEDING	EACH	\$600.00
6240103A	PERMANENT EROSION CONTROL GEOTEXTILE	S.Y.	\$2.00
8051000A	SEEDING - COOL SEASON GRASSES	ACRE	\$1,200.00
8052000A	SEEDING - WARM SEASON GRASSES	ACRE	\$1,200.00
8059919	MISC. SOIL BIOSTIMULANT	ACRE	\$4,000.00
8059919	MISC. FIBER REINFORCED MATRIX	ACRE	\$4,000.00
8061005	ROCK DITCH CHECK	L.F.	\$12.00
8061017	TEMPORARY SEEDING	ACRE	\$1,200.00
8061019	SILT FENCE	L.F.	\$2.50
8064134	TYPE 1D EROSION CONTROL BLANKET	S.Y.	\$2.00
8064138	TYPE 2D EROSION CONTROL BLANKET	S.Y.	\$2.75
8064140	TYPE 3B EROSION CONTROL BLANKET	S.Y.	\$3.50
8064141	TYPE 4 EROSION CONTROL BLANKET	S.Y.	\$5.00

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.

$$\begin{array}{r} \hline 1 \quad . \quad 1 \quad 9 \quad 8 \\ \hline \end{array}$$

OR

$$\begin{array}{r} \hline 0 \quad . \quad 9 \quad 8 \quad 7 \\ \hline \end{array}$$

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

J. Contract Award

1.0 The Commission will evaluate the bids with the intent of awarding the contract to the lowest responsible bidder. The budget for this project will have a minimum budget of \$0 dollars and an anticipated maximum of \$1,000,000 dollars. If the contract is extended in accordance with the TERM OF CONTRACT JSP, the anticipated budget will be no more than two times the maximum amount.

2.0 The lowest bid will be determined by multiplying the Adjustment Factor by the anticipated budget for the adjustment factor. For purposes of bidding this contract, the estimated percentage of work performed during Daytime hours is 90 percent, Nighttime hours is 5 percent, and Weekend hours is 5 percent. 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 percent of the anticipated budget for this project.

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

L. Notice to Proceed

Delete Sec 108.2 and substitute the following:

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

M. First Priority Repair

1.0 If the engineer determines the safety of the public is unduly compromised by the required erosion control repair, 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 notify the contractor of emergencies 24 hours a day. The contractor will be given initial notification by phone of the location and type of work of the First Priority Repair. Written confirmation of the anticipated work will be provided by e-mail or text immediately after notification by phone. The Job Order will be issued by the engineer within 48 hours of initial notification of the contractor.

3.0 The contractor shall respond to the work location and begin the First Priority Repair work within 24 hours of execution of the Job Order. 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.

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 10 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 fourteen (14) calendar days of the notice to proceed date. Upon advanced notification from the contractor, the engineer will delay the NTP to accommodate verifiable delays in delivery of non-standard material supplies.

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

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

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

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 promptly notify the engineer as specified per Section 3.0 of JSP JOB ORDER PROCEDURE. Final inspections by the engineer may be random and may not be performed for all Job Orders. At the discretion of the engineer, in lieu of a Final Inspection, the engineer may declare Acceptance for Maintenance based on the certification of work by the contractor's authorized representative. If the engineer determines all work required by the contract has been satisfactorily completed or the engineer accepts the contractor's certification, the engineer will make the acceptance for maintenance and notify the contractor in writing as specified per Section 3.1 of JSP JOB ORDER PROCEDURE. Final Acceptance of all work in the Contract will occur as specified in Sec 105.15 and within 30 days of receipt of final documentation from the contractor.

105.10.7.1 Work determined to be unsatisfactory by the engineer, even if discovered following Acceptance for Maintenance, shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the time specified for each Job Order, or as otherwise allowed by the engineer. 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 and Acceptance for Maintenance, 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. 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. 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 miles (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 miles (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
One Lane Two Way Operation with Pilot Car	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.

T. Traffic Control Plan Types

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

2.0 Plan Types.

2.1 Work Beyond Shoulder – Undivided or Divided Roadways. "Work Beyond Shoulder" shall be performed by furnishing, installing, and removing the following set of traffic control devices:

1 each	Shoulder Work
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2.2 Shoulder Work – Undivided Roadways. "Shoulder Work – Undivided Roadways" shall include furnishing, installing, and removing the following set of traffic control devices as shown on the plans:

2 each	Road Work Ahead
1 each	Shoulder Work
30 each	Channelizer (Trim Line)

2.3 Right Shoulder Work – High Speed Divided Roadways. "Right Shoulder Work – High Speed Divided Roadways" shall include furnishing, installing, and removing the following set of traffic control devices as shown on the plans:

2 each	Road Work Ahead
1 each	Shoulder Work
30 each	Channelizer (Trim Line)
1 each	Truck Mounted Attenuator

2.4 Right Shoulder Work – Multi-Lane Freeways with Median Barrier. "Right Shoulder Work – Multi-Lane Freeways with Median Barrier" shall include furnishing, installing, and removing the following set of traffic control devices as shown on the plans:

1 each	Road Work Ahead
1 each	Shoulder Work
30 each	Channelizer (Trim Line)
1 each	Truck Mounted Attenuator

2.5 Left Shoulder Work – High Speed Divided Roadways. “Left Shoulder Work – High Speed Divided Roadways” 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	Shoulder Work
30 each	Channelizer (Trim Line)
1 each	Truck Mounted Attenuator

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	Flagger (Symbol)
30 each	Channelizer (Trim Line)

2.7 Single Lane Closure. “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)
2 each	Lane Ends
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)

2.8 Partial Ramp Closure. “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)

2.9 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	Lane Ends
1 each	Exit Closed
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

2.10 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
2 each	Lane Ends
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)

2.11 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
2 each	Lane Ends
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)

2.12 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
2 each	Lane Ends
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)

2.13 Right Lane Closure – High Speed Multilane Roadways. “Right Lane Closure – High Speed Multilane Roadways” shall be performed by furnishing, installing, and removing the following set of traffic control devices:

2 each	Road Work Ahead
1 each	Right (Left) Lane Closed Ahead
1 each	Lane Ends
2 each	End Road Work (optional)
1 each	Flashing Arrow Panel (One Truck Mount for TMA)
1 each	Truck Mounted Attenuator

2.14 Right Lane Closure at Intersection (Work on Near and Far Side). “Right Lane Closure at Intersection (Work on Near and Far Side)” shall be performed by furnishing, installing, and removing the following set of traffic control devices:

4 each	Road Work Ahead
1 each	Right (Left) (Center) Lane Closed Ahead
1 each	Lane Ends
1 each	Speed Limit XX (Normal Speed)
1 each	Work Zone
40 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA) (one optional)
1 each	Barricade

2.15 Right Lane Closure at Intersection (Work on Far Side Only). “Right Lane Closure at Intersection (Work on Far Side Only)” shall be performed by furnishing, installing, and removing the following set of traffic control devices:

4 each	Road Work Ahead
1 each	Right (Left) (Center) Lane Closed Ahead
1 each	Lane Ends
1 each	Speed Limit XX (Normal Speed)
1 each	Work Zone
2 each	Right Lane Must Turn Right
30 each	Channelizer (Trim Line)
2 each	Flashing Arrow Panel (One Truck Mount for TMA) (one optional)
1 each	Barricade

2.16 One-Lane Two-Way Operation With Pilot Car. The “One-Lane Two-Way Operation with Pilot Car” scenario shall be performed by furnishing, installing, and removing the following set of traffic control devices:

4 each	Road Work Ahead
4 each	One Lane Road Ahead
4 each	Flagger (Symbol)
1 each	Pilot Car Follow Me
1 each	Pilot Car
10 each	Channelizer (Trim Line)

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.

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

Item 616-99.02 Misc. Work Beyond Shoulder Each

Item 616-99.02 Misc. Shoulder Work – Undivided Roadways Each

Item 616-99.02 Misc. Right Shoulder Work – High Speed Roadways Each

Item 616-99.02 Misc. Left Shoulder Work – High Speed Divided Roadways Each

- Item 616-99.02 Misc. Single Lane Closure Each**
- Item 616-99.02 Misc. Partial Ramp Closure Each**
- Item 616-99.02 Misc. Ramp Closure Each**
- Item 616-99.02 Misc. Entrance Ramp Area Mainline Work Each**
- Item 616-99.02 Misc. Entrance Ramp Area Acceleration Lane Work Each**
- Item 616-99.02 Misc. Exit Ramp Area Deceleration/Mainline Lane Work Each**
- Item 616-99.02 Misc. One-Lane Two-Way Operation With Flaggers Each**
- Item 616-99.02 Misc. One-Lane Two-Way Operation With Pilot Car Each**

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.

U. 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.

V. Emergency Provisions and Incident Management JSP-90-11A

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

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

Missouri Highway Patrol Troop C	(636) 300-2800
Missouri Highway Patrol Troop E	(573) 840-9500
Missouri Highway Patrol Troop G	(417) 469-3121

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 law enforcement agency.

2.2 The contractor shall notify law 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 law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

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

W. 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.

X. 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.

Y. 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 Misc. Mobilization Each

Z. 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:**

Item Description	Fixed Unit Price	Quantity	Price
Misc. Single Lane Closure	\$900.00	1 Each	\$900.00
Furnishing and Placing Type 2 Rock Blanket	\$30.00	1500 Ton	\$45,000.00
Permanent Erosion Control Geotextile	\$2.00	1550 S.Y.	\$3,100.00
Seeding – Cool Season Mixture	\$1200.00	0.5 Acre	\$600.00
Seeding – Warm Season Mixture	\$1200.00	1.8 Acre	\$2,160.00
Misc. Soil Biostimulant	\$4000.00	1.8 Acre	\$7,200.00
Misc. Fiber Reinforcement Matrix	\$4000.00	2.3 Acre	\$9,200.00
Rock Ditch Check	\$12.00	120 L.F.	\$1,440.00
Mobilization	\$6000.00	1 Each	\$6,000.00
		Subtotal:	\$75,600.00
Work Adjustment Factor	0.975		
		TOTAL:	\$73,710.00

AA. Supplemental Revisions JSP-18-01KK

- 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.

The contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both 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. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. 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 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.

106.9.1.2 "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.

106.9.1.3 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.

106.9.1.3.1 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 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.

106.9.1.3.2 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.

106.9.1.3.3 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.

106.9.1.4 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.

106.9.2 Buy America Requirements for Construction Materials other than iron and steel materials.

Construction materials mean 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

106.9.3 Buy America Requirements for Manufactured Products.

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

106.9.3.1 Produced in the United States, in the case of manufactured products, means:

(A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and

(B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

106.9.3.2 (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this

section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.

“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.

- 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. 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.

BB. Definition of Special "99 Number" Pay Items

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

ITEM NO. ITEM DESCRIPTION

Traffic Control Items

616-99.02	MISC. 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	MISC. 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	MISC. ADDITIONAL CHANNELIZER (TRIMLINE) Provide additional channelizers for use in addition to other devices specified in the traffic control plan.
616-99.02	MISC. 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	MISC. 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	MISC. 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	MISC. SHOULDER WORK – UNDIVIDED ROADWAYS Provide traffic control for work on shoulder or vehicles parked on shoulder.

- 616-99.02 MISC. 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 MISC. 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 MISC. ONE-LANE TWO-WAY OPERATION WITH PILOT CAR
Provide traffic control for one lane, two way operation on non-divided two lane pavement, using a pilot car.
- 616-99.02 MISC. LEFT SHOULDER WORK – HIGH SPEED DIVIDED ROADWAYS
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 MISC. ONE-LANE TWO-WAY OPERATION WITH FLAGGERS
Provide traffic control for one lane, two way operations on non-divided two lane pavement, using two flaggers.
- 616-99.02 MISC. SINGLE LANE CLOSURE
Provide traffic control closing one lane, left or right, on a divided highway.
- 616-99.02 MISC. PARTIAL RAMP CLOSURE
Provide traffic control for partial ramp closure.
- 616-99.02 MISC. RAMP CLOSURE
Provide traffic control for complete ramp closure.
- 616-99.02 MISC. 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 MISC. 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 MISC. 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 MISC. SEQUENTIAL FLASHING WARNING LIGHT
Provide sequential flashing warning light for use on channelizing device that forms a merging taper.
- 616-99.04 MISC. ADDITIONAL CONSTRUCTION SIGNS
Provide additional construction signs for use in addition to other devices specified in the traffic control plan.

CC. Damage to Existing Pavement

1.0 Description. This work shall consist of repairing any damage to existing pavement, ramps and/or shoulders caused by contractor operations. This shall include damage caused either directly or indirectly by contractor operations, including but not be limited to, damage caused by the traffic during contractor operations.

2.0 Construction Requirements. Any cracking, gouging, or other damage to the existing pavement, ramps and/or shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement, ramps or shoulder areas as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, ramps and/or shoulders damaged by contractor operations.

DD. 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.

EE. 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.

FF. Modified Linear Grading, Class 2

1.0 Description. Modified Linear Grading, Class 2, shall consist of all excavation, contractor furnished fill, embankment construction, grading of filled slopes, and final shaping necessary to restore roadway slopes to their original condition.

2.0 Construction Requirements.

2.1 It may be necessary to go outside the limits of the right of way to obtain additional material. All contractor furnished material shall be approved by the engineer prior to being incorporated into the project.

2.2 The engineer shall have sole discretion in determining whether excess material may be incorporated within right-of-way or must be disposed of outside of right-of-way.

2.3 To properly construct the project, it may be necessary to transport equipment and material to and perform work from the top of high slopes and around rock outcroppings.

2.4 All areas to be graded shall be cleared and grubbed in accordance with Sec 201 or as directed by the engineer. No measurement or payment will be made for clearing and grubbing.

2.5 Grading operations shall not result in the covering of existing drainage structures, such as culverts, inlets, and pavement edge drain outlets.

2.6 Any damage to existing drainage structures or existing pavement, resulting from the contractor's operations, shall be repaired at the contractor's expense and to the satisfaction of the engineer.

3.0 Method of Measurement. Measurement will be made to the nearest 10 feet separately for each length of slope measured along the centerline of the traveled way and totaled to the nearest 100 feet for the sum of all segments.

4.0 Basis of Payment. All costs incurred by the contractor to comply with this provision shall be considered completely covered by the contract unit price for Item 207-99.09, Misc. Modified Linear Grading, Class 2. No direct payment will be made for contractor furnished material or disposal of excess material.

GG. Furnishing and Placing Type 2 Rock Blanket

1.0 Description. Revise Sec 6.11.30.4 and 6.11.30.5 and substitute the following:

611.30.4 Method of Measurement. The weight will be determined by weighing each truck load on scales in accordance with Sec 310. Measurement will be made to the nearest 0.1 ton for the total tonnage of material accepted and complete in place.

611.30.5 Basis of Payment. All costs of securing the source, quarrying, excavating, breaking, hauling, and placing the material at locations specified will be paid for and completely covered by the contract unit price for Furnishing and Placing Rock Blanket, per ton.

HH. Furnishing and Placing Type 1 and Type 2 Rock Ditch Liner

1.0 Description. Revise Sec 609.60.4 and 609.60.5 and substitute the following:

609.60.4 Method of Measurement. The weight will be determined by weighing each truck load on scales in accordance with Sec 310. Measurement will be made to the nearest 0.1 ton for the total tonnage of material accepted and complete in place.

609.60.5 Basis of Payment. All costs of securing the source, quarrying, excavating, breaking, hauling, and placing the material at locations specified will be paid for and completely covered by the contract unit price for Furnishing and Placing Rock Ditch Liner, per ton.

II. Additional Hauling Per Ton (Dunklin, Pemiscot, Mississippi, New Madrid Counties Only)

1.0 Description. Due to the additional hauling distances from any sourced rock, an additional price per ton will be added in Dunklin, Pemiscot, Mississippi, and New Madrid Counties.

2.0 Method of Measurement. The weight will be determined by weighing each truck load on scales in accordance with Sec 310. Measurement will be made to the nearest 0.1 ton for the total tonnage of material accepted and complete in place.

3.0 Basis of Payment. The additional hauling distance will be paid for and completely covered by the contract unit price for Misc. Additional Hauling Per Ton (Dunklin, Pemiscot, Mississippi, New Madrid Counties Only), per ton for associated Item numbers 6119910 only. This adjustment will not apply to material sourced/obtained on-site or within the counties listed in the description 1.0 above.

JJ. Fertilizing, Seeding, And Mulching

1.0 Fertilizing.

1.1 Soil Neutralization. In accordance with Sec 801, the application of effective neutralizing material shall be according to the table below. No direct payment will be made for the soil neutralization.

1.2 Commercial Fertilizer. In accordance with Sec 801, the following fertilizers shall be applied at the rate specified. No direct payment will be made for fertilizer.

Pounds per Acre

	Nitrogen (N)	Phosphorous (P ₂ O ₅)	Potash (K ₂ O)	Effective Neutralizing Material
Beyond 30'	80	320	80	2,100
Within 30'	40	160	40	1,400

2.0 Seeding. In accordance with Sec. 805, the following seed mixture shall be applied at the rate specified:

Cool Season Mixture Within the First 30 Feet Pounds Pure Live Seed (PLS) per Acre	
Tall fescue	80 lbs.
Annual ryegrass	5 lbs.
Perennial ryegrass	6 lbs.
Teff grass	5 lbs.
White clover	6 lbs.
Oats	5 lbs.
TOTAL	107 PLS lbs/acre

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

TOTAL	69 PLS lbs/acre
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3.0 Cover. Seeded and fertilized areas shall be covered with Fiber Reinforced Matrix.

KK. Soil Biostimulants

1.0 Description. Preliminary soil testing indicated that the existing soil has an organic matter content of 0.7%. This work shall consist of furnishing and installing a hydraulically applied biotic soil amendment and a hydraulically applied soil penetrating growth accelerator at all locations that will be seeded. The biotic soil amendment shall be designed as an alternative to topsoil and/or compost to accelerate development of depleted soils with low organic matter, low nutrient levels. The soil penetrating growth stimulator shall accelerate seed germination and improve moisture infiltration and retention.

2.0 Material.

2.1 Biotic Soil Amendment. The biotic soil amendment shall be non-toxic and weed seed free and provided the needed organic material, micronutrients, and fungi needed to suitable vegetation growth. The following products will be acceptable:

Manufacturer	Product
Profile Products LLC	ProGanics™ BSM
Sunmark Environmental LLC	PermaMatrix® BSA Hydro
Verdyol	Biotic Earth™ Black
LSC Environmental Products LLC	Organix™ BSA

2.2 Soil Penetrating Growth Accelerator. The growth accelerator shall contain soilpenetration agents, nutrients, and microorganisms to improve moisture infiltration and retention, promote faster nutrient uptake, and provide a hormonal plant response to maximize root development and plant stress tolerance. The following product will be acceptable:

Manufacturer	Product
Profile Products LLC	ProPlus® JumpStart™

2.3 All components shall be pre-packaged by the manufacturer to ensure both material performance and compliance with the manufacturer’s specifications. The packaged material shall be labeled with the following information:

- Manufacturer’s name, location, and contact information.
- Product name and product ID.
- Product physical composition.

2.4 Any mixing of materials shall conform to manufacturer’s specifications. Mixing of fertilizer, seed, lime with the materials shall be in accordance with manufacturer’s recommendations.

3.0 Submittals. If the contractor selects a product from the above table or furnishes an approved equivalent, the manufacturer's product specifications sheet and installation instructions shall be submitted to the engineer, for verification with this provision and approval, at least 14 days prior to incorporating the material into the project. This submittal shall include the manufacturer's required substrate preparation, application rates, and storage requirements

4.0 Construction Requirements.

4.1 Materials shall be stored and handled in strict compliance with manufacturer's recommendations. The material shall be protected from damage, weather, and excessive temperatures changes.

4.2 The materials shall be mixed and installed in accordance with manufacturer's instructions, recommendations, and application rates.

4.3 The material shall be applied from opposing directions to ensure optimum surface coverage and prevent the "shadow" effect.

5.0 Method of Measurement. Measurement of Soil Biostimulant will be of the area covered by Soil Biostimulant to the nearest 1/10 acre.

6.0 Basis of Payment. The accepted quantity of Soil Biostimulant will be paid for at the contract unit price for item 805-99.19, Misc. Soil Biostimulant, per acre.

LL. Fiber Reinforced Matrix (FRM)

1.0 Description. Fiber Reinforced Matrix (FRM) is a hydraulically applied (spray-on) erosion control product that bonds to, blankets, and conforms to contours of bare soil. It is typically applied with a truck or trailer mounted sprayer or by walking the affected areas with a hose sprayer. FRM is composed of organic defibrated fibers, cross-linked insoluble hydro-colloidal tackifiers, and reinforcing natural and /or synthetic fibers.

2.0 Materials.

2.1 To ensure product quality and performance, the contractor shall provide FRM that meets the specifications as provided in the table below. Do not use materials listed for use as Hydraulic Mulch (HM), Stabilized Mulch Matrix (SMM), or Bonded Fiber Matrix (BFM).

2.2 Furnish a FRM that requires no curing period and when applied bonds to the soil.

2.3 Use of materials that are composed of paper, cellulose fiber, or a mixture of paper, cellulose, and other materials are not allowed.

2.4 Seed, lime, and fertilizer may be added to the FRM mixture in accordance with the manufacturer's recommendation.

2.5 Provide FRM that is pre-packaged by the manufacturer and is labeled with the following information.

- Manufacturer's name, location, and contact information,
- FRM name and product ID,
- FRM physical composition.

2.6 Manufacturer's certification shall be provided stating that the provided FRM meets the requirements as listed in the table below.

Minimum FRM Performance and Physical Requirements Property		Required Value	
Thermally Processed Fiber by Weight		75% +/- 10%	
100% bio-degradable Interlocking Fibers		5% +/- 2%	
Organic Tackifiers and Activators		10% +/- 2%	
Moisture Content		10% +/- 3%	
Organic Matter		90% minimum	
Color		Colored to contrast application area; shall not stain concrete or painted surfaces.	
FRM Property		Test Method	Required Value
Physical	Mass Per Unit Area	ASTM D6566*	12.0 oz/yd ² minimum
	Thickness	ASTM D6525*	0.22 in. minimum
	Ground Cover	ASTM D6567*	99% minimum
	Wet Bond Strength	ASTM D6818*	9 lb/ft
	Water Holding Capacity	ASTM D7367	1500% minimum
	Flexural Rigidity (wet)	ASTM D6575*	5 oz-yd maximum
Endurance	Functional Longevity	ASTM D5338	Minimum of 12 months
Performance	Cover Factor	MoDOT Approved Large Scale Testing	0.01 maximum
	% Effectiveness	MoDOT Approved Large Scale Testing	99% minimum
	Cure time	MoDOT Approved Large Scale Testing	98% Effective 2 hours after application
	Vegetation Establishment	ASTM D7322*	800% minimum
Environmental	Ecotoxicity	EPA 2021.0	96-hr LC50 > 100%
	Effluent Turbidity	MoDOT Approved Large Scale Testing	100 NTU Maximum
	Biodegradability	ASTM D5338	100% Minimum
* ASTM test methods developed for Rolled Erosion Control Products (RECPs) that have been modified to accommodate Hydraulic Erosion Control Products (HECPs).			

3.0 Construction Requirements.

3.1 Manufacturer’s representative shall be on site the during the first day off application to provide guidance in the proper application of the FRM.

3.2 FRM shall be applied to all finished slopes as soon as practical and within the requirements of MoDOT’s Storm Water Pollution Prevention Plan. FRM shall be applied in accordance with the manufacturer’s specifications to assure complete surface coverage of disturbed slopes. In order to provide maximum coverage and eliminate the “shadow effect”, the FRM shall be applied from multiple, varying directions.

3.3 Application rates provided by the manufacturer shall be followed. If no rates are supplied, application rates shall be in accordance with the following table.

Slope Condition	Application Rate (lbs/Acre)
< 3H:1V	3000
≥ 3H:1V and < 2H:1V	3500
≥2H:1V and < 1H:1V	4000
≥1H:1V	4500

4.0 Method of Measurement. Measurement of FRM will be of the area covered by FRM to the nearest 1/10 acre.

5.0 Basis of Payment. The accepted quantity of FRM will be paid for at the unit price bid for item 805-99.19, Misc. Fiber Reinforced Matrix, per acre.

MM. Environmental Review Requirement

1.0 Description. This project includes undetermined locations throughout southeast Missouri. 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 it 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 Notification. When a location is selected for a Job Order at any of the locations included in this project, the engineer shall contact the Environmental and Historic Preservation section so the specialists listed below may review each location for impacts to sensitive and protected resources. The notification shall include the project location (county, route, and log mile or KMZ file), project impact (clearing, grading, stabilization), downstream waterbody and distance to stream, project timeline (start date, construction days), and locations of all easements and new right of way. This review and subsequent clearance of each location shall occur prior to issuance of a Job Order. Please notify:

Georganne Bowman (Environmental) Office: 573-526-5649 Cell: 573-508-3136
Georganne.Bowman@modot.mo.gov

Vince Warner (Historic Preservation) Office: 573-526-352 Cell: 573-508-9722
Vincent.Warner@modot.mo.gov

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

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

3.2 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.

3.3 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.

4.0 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.