

**STATE OF MISSOURI
HIGHWAYS and TRANSPORTATION COMMISSION**

JEFFERSON CITY, MISSOURI

CONSTRUCTING OR IMPROVING
Contract I.D. 181019-C04

THIS JOB SHALL BE CONSTRUCTED UNDER
FEDERAL PROJECT NUMBER(S): FAF 92-1(33)

Job J4P3235 Route 92 CLAY County

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.010, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
2. All bids shall be submitted electronically using "Bid Express Secure Internet Bidding" at www.bidx.com. Any paper bid submitted will be considered irregular per section 102.8 of the Missouri Standard Specifications for Highway Construction.
3. Please read all items in the bidding document carefully. The EBSX files from MoDOT's website may be used for the itemized bid.
4. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation.
5. The bidder shall submit a Bid Guaranty meeting the requirements of Sec 102 of the Missouri Standard Specifications for Highway Construction. If submitting a project specific or annual bid bond, bidders must use the MoDOT provided bid bond forms. The project specific bond form is included in the request for bid. The project specific and annual bid bond forms are also available on MoDOT's website. Annual bid bonds shall be executed by June 15th of each year.
6. Submit the Subcontractor Disclosure Form in accordance with the bidding documents. For bids of more than \$2,000,000, each bidder shall submit with each bid a disclosure of the subcontracts that have a subcontract value that is equal or greater than twenty percent of the total project bid or subcontracts that are greater than or equal to \$2,000,000. If that information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form" pages with MoDOT on or before 4:00 p.m. of the third business day after the bid opening date.
7. Submit the DBE Identification Submittal in accordance with the bidding documents for Federal Projects Only.
8. Alternate Pavements; to exercise this option, separate pay items, descriptions and quantities are included in the itemized proposal for each of the two alternates. The bidder shall bid only one of the two alternates and leave the contract unit price column blank for any pay item listed for the other alternate.
9. When submitting a bid, your bid will still come through with "red" folders. You should make sure that it is not the Schedule of Items folder or the Signature and Identity of Bidder folder. Click on the yellow checkmark (Check

Bid)at the top and it will list any errors in the bid. To view itemized folders, click the Tree View. This will show the status of the individual folders.

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Submitting a paper bid for a project
- b) Using a different bid bond form than the one provided
- c) Improper use of the Maximum Monetary Value Award Provision
 - only used if bidding more than one project and should be in only one bid proposal
- d) Not obtaining a digital ID in advance of the letting
 - (obtaining a digital ID may take 5 business days)

All questions concerning the bid document preparation shall be directed to the Central Office - Design Division at (573) 751-2876. Project specific questions shall be directed to the project contact listed in the Job Special Provisions.

TABLE OF CONTENTS

Notice to Contractors

Proposed Work.....	item (1)
Compliance With Contract Provisions.....	item (2)
Period of Performance.....	item (3)
Liquidated Damages.....	item (4)
Itemized Bid.....	item (5)
Trainees.....	item (6)
DBE Certification*.....	item (7)
Acceptance of Provision for Price Adjustment for Fuel.....	item (8a)
Acceptance of Provision for Asphalt Cement Price Index....	item (8b)
Max. Monetary Value of Awards Accepted this Bid Opening...	item (9)
Combination Bids.....	item (10)
Certification for Federal Jobs.....	item (11a)
Certification for State Jobs.....	item (11b)
Antidiscrimination.....	item (12)
Preference to Missouri Firms in Awarding of Contracts.....	item (13)
Subcontractor Disclosure Form*.....	item (14)
Signature and Identity of Bidder.....	item (15)
Bid Guaranty*.....	item (16)

*These forms are also available on MoDOT's Website, www.modot.org under Information on the Bid Opening Info page of the Contractor Resources site.

NOTICE TO CONTRACTORS

Electronic bids submitted through the Bid Express website for the proposed work will be received by the Missouri Highways and Transportation Commission until 11:00 o'clock a.m. (prevailing local time) on 10/19/2018.

Bid bonds will be received at the office of the Secretary to the Commission in the Missouri Department of Transportation Central Office Building, 105 West Capitol Avenue, Jefferson City, Missouri; delivered by US Mail should be mailed to: Missouri Highways and Transportation Commission, Attention: State Design Engineer/Bid Bond, P.O. Box 270, Jefferson City, MO 65102 or delivered by parcel delivery services, (such as UPS, Fed Ex, DHL, etc.) should be shipped to Missouri Highways and Transportation Commission, Attention: State Design Engineer/Bid Bond, 105 West Capitol Avenue, Jefferson City, MO 65102.

(1) PROPOSED WORK: The proposed work, hereinafter called the work, includes:

****(1): Job J4P3235 Route 92 CLAY County. ADA improvements from Route 33 to Marimack Drive, the total length of improvement being 0.525 miles.

If more than one Job Number is listed for this call, then combination bids will be required on the Jobs listed above.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2018," and "Missouri Standard Plans for Highway Construction, 2018", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. All questions concerning the bid document preparation shall be directed to the Central Office - Design Division at (573) 751-2876.

(3) PERIOD OF PERFORMANCE: If the bid is accepted, the bidder shall continuously and diligently prosecute the work in such order and manner as will ensure the completion of the work within the time specified in the Job Special Provisions in accordance with Sec 108.

(4) LIQUIDATED DAMAGES: The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages as specified in the Job Special Provisions to be recovered in accordance with Sec 108.

(5) ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001					
Roadway Items - J4P3235					
0010	2013000	1.000	ACRE		
	CLEARING AND GRUBBING				
0020	2022010	1	LS		
	REMOVAL OF IMPROVEMENTS				
0030	2031000	635.000	CUYD		
	CLASS A EXCAVATION				
0040	2035500	224.000	CUYD		
	EMBANKMENT IN PLACE				
0050	2036000	508.000	CUYD		
	COMPACTING EMBANKMENT				
0060	2063000	924.000	CUYD		
	CLASS 3 EXCAVATION				
0070	2063500	1.000	EA		
	CULVERT CLEANOUT				
0080	3040504	1027.000	SQYD		
	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)				
0090	4039905	419.000	SQYD		
	MISC. OPTIONAL PAVEMENT				
0100	6022000	6.000	EA		
	STEEL RIGHT-OF-WAY MARKER				
0110	6042010	1.000	EA		
	ADJUSTING MANHOLE				
0120	6042020	1.000	EA		
	ADJUSTING BASIN OR INLET				
0130	6081010	49.300	SQYD		
	CONCRETE CURB RAMP				
0140	6081012	107.000	SQFT		
	TRUNCATED DOMES				
0150	6085007	228.200	SQYD		
	PAVED APPROACH, 7 IN.				
0160	6085008	57.100	SQYD		
	PAVED APPROACH, 8 IN.				
0170	6086004	1451.000	SQYD		
	CONCRETE SIDEWALK, 4 IN.				
0180	6091010	279.000	LF		
	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S				
0190	6091052	958.000	LF		
	CURB AND GUTTER TYPE B				
0200	6097000	9.000	CUYD		
	ROCK LINING				
0210	6099903	37.000	LF		
	MISC. CURB AND GUTTER APWA TYPE CG-2				
0220	6123000A	1.000	EA		
	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)				
0230	6141021	1.000	EA		
	GRATE AND BEARING PLATE (3 FT. X 2 FT. OR 914 MM X 610 MM)				
0240	6141024	4.000	EA		

Contract ID: 181019-C04

GRATE AND BEARING PLATE (5 FT. X 3 FT. OR 1524 MM X 914 MM)									
0250	6141120	2.000	EA						
CURVED VANE GRATE AND FRAME (2 FT. X 2 FT. OR 600MM X 600MM)									
0260	6143013	3.000	EA						
MANHOLE FRAME AND COVER, TYPE 3									
0270	6143014	3.000	EA						
MANHOLE FRAME AND COVER, TYPE 4									
0280	6161005	1008.000	SQFT						
CONSTRUCTION SIGNS									
0290	6161008	3.000	EA						
ADVANCED WARNING RAIL SYSTEM									
0300	6161009	2.000	EA						
FLAG ASSEMBLY									
0310	6161025	137.000	EA						
CHANNELIZER (TRIM LINE)									
0320	6161030	10.000	EA						
TYPE III MOVEABLE BARRICADE									
0330	6161098A	2.000	EA						
CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED									
0340	6169902	6.000	EA						
MISC. ADA COMPLIANT MOVABLE BARRICADE									
0350	6181000	1	LS						
MOBILIZATION									
0360	6189902	4.000	EA		\$600.00000	\$2,400.00			
MISC. ADDITIONAL MOBILIZATION FOR SEEDING									
0370	6191000	1254.000	LF						
PAVEMENT EDGE TREATMENT									
0380	6200018	53.000	LF						
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW									
0390	6200021	2.000	EA						
PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW									
0400	6200036	7.000	EA						
PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK									
0410	6205901A	2274.000	LF						
4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS									
0420	6205902A	2030.000	LF						
6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS									
0430	6207001	1906.000	LF						
PAVEMENT MARKING REMOVAL									
0440	6207002	6.000	EA						
PAVEMENT MARKING REMOVAL (SYMBOLS)									
0450	6274000	1	LS						
CONTRACTOR FURNISHED SURVEYING AND STAKING									
0460	7250315A	695.000	LF						
15 IN. PIPE GROUP B									
0470	7250318A	54.000	LF						
18 IN. PIPE GROUP B									
0480	7250336A	384.000	LF						
36 IN. PIPE GROUP B									
0490	7250415	25.000	LF						
15 IN. PIPE GROUP C									

0500	7261036	45.000	LF
	36 IN. PIPE GROUP A		
0510	7269903	38.000	LF
	MISC. 3 IN. PIPE GROUP B		
0520	7310060	25.000	FT
	PRECAST CONCRETE MANHOLE - 60 IN.		
0530	7311022	8.000	FT
	PRECAST CONCRETE DROP INLET 2 FT X 2 FT		
0540	7311030	5.000	FT
	PRECAST CONCRETE DROP INLET 3 FT X 2 FT-6 IN.		
0550	7311032	4.000	FT
	PRECAST CONCRETE DROP INLET 3 FT X 2 FT		
0560	7311053	41.000	FT
	PRECAST CONCRETE DROP INLET 5 FT X 3 FT		
0570	7320036A	1.000	EA
	36 IN. OR ALLOWED SUBSTITUTE GROUP B FLARED END SECTION		
0580	7320815A	2.000	EA
	15 IN. OR ALLOWED SUBSTITUTE GROUP C FLARED END SECTION		
0590	8051000A	0.600	ACRE
	SEEDING - COOL SEASON MIXTURES		
0600	8061003	5.000	CUYD
	SEDIMENT TRAP EXCAVATION		
0610	8061004	5.000	CUYD
	SEDIMENT TRAP ROCK		
0620	8061005	345.000	LF
	ROCK DITCH CHECK		
0630	8061007A	4.000	EA
	CURB INLET CHECK		
0640	8061016	44.000	CUYD
	SEDIMENT REMOVAL		
0650	8061017	0.600	ACRE
	TEMPORARY SEEDING AND MULCHING		
0660	8061019	539.000	LF
	SILT FENCE		
0670	8064140	54.000	SQYD
	TYPE 3B EROSION CONTROL BLANKET		
Section 0001 Total			\$2,400.00
Section 0002			
Signing Items - J4P3235			
0680	9031010	1.100	CUYD
	CONCRETE FOOTINGS, EMBEDDED		
0690	9031241	2.000	EA
	BREAKAWAY ASSEMBLY (PERFORATED SQUARE STEEL TUBE)		
0700	9031280	192.000	LF
	2.5 IN. PSST POST - 12 GA.		
0710	9031281	36.000	LF
	POST ANCHOR FOR 2.5 IN. PSST - 7 GA.		
0720	9035004A	12.000	SQFT
	SH-FLAT SHEET		

0730	9035069A	26.000	SQFT	
	SHF-FLAT SHEET FLUORESCENT			
0740	9039901	1	LS	
	MISC. RECTANGULAR RAPID FLASHING BEACON (RRFB)			
Section 0002 Total				
Item Total				\$2,400.00

DBE CERTIFICATION

(6) Trainees: (Applies to Federal Projects only) The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(7) Bidder's Certificaton for DBE Program and Contract Goal

(Applies to Federal Projects only.)

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in the General Provisions. The contract goal for the amount of work to be awarded is 12.00 % of the total federal project price. The bidder shall also complete the DBE Identification Submittal form in accordance with the General Provisions. This form is available on MoDOT's Website, www.modot.org on the Bid Opening Info page of the Contractor Resources site.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

% OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

The DBE Identification Submittal form will be submitted via

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal:

CONTRACT PROVISIONS

(8a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL: Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14. The bidder must select "Yes" for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision. This provision does not apply to Seal Coat.

EXCAVATION PRODUCTION

ASPHALT PAVING PRODUCTION AND HAULING

CONCRETE PAVING PRODUCTION AND HAULING

AGGREGATE BASE HAULING

(8b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, ASPHALT UNDERSEAL PRICE INDEX, OR POLYMER MODIFIED EMULSION MEMBRANE PRICE INDEX: Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Asphalt Underseal Price Index, and/or Polymer Modified Emulsion Membrane Price Index (when used in conjunction with an Ultrathin Bonded Asphalt Wearing Surface treatment) in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

ASPHALT CEMENT

SEAL COAT

ASPHALT UNDERSEAL

POLYMER MODIFID EMULSION MEMBRANE (UBAWS)

(9) MAXIMUM MONETARY VALUE OF AWARDS ACCEPTED THIS BID OPENING: Bidders have the option to specify the maximum monetary value of awards that they will accept for the total of all bids they have submitted in the bid opening, Sec 102.7.2. If the bidder is submitting only one bid, or if the bidder does not want to specify a maximum monetary value for submitted bids, this section should not be completed. If a submitted bid upon correction exceeds the indicated maximum monetary amount, the bid may be declared non-responsive. If a bidder's submitted bids show different values for the maximum monetary value, the lowest value will govern.

MAXIMUM MONETARY VALUE OF AWARDS ACCEPTED THIS BID OPENING

\$

(Note: this amount should be entered in only one of the bids for this bid opening)

(10) COMBINATION BIDS: (Applies only if combination bids are specified. See cover and/or notice to contractor(s).) Combination bids will be in accordance with Sec 102.12. By selecting "All or None" the bidder desires to combine all projects in accordance with Sec 102.12.2.1.

(11a) CERTIFICATIONS FOR FEDERAL JOBS: (Applies to Federal Projects only.) By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty and material misrepresentation or omission of fact within the bid submission.

(11b) CERTIFICATIONS FOR STATE JOBS: (Applies to State Projects only.) By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.2 (regarding diseligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.5 (regarding Missouri Domestic Products Procurement Act).

Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

Does the bidder make certification for the above items listed in 11(a) or 11(b)? **Yes** ☐ **No** ☐

By selecting "No" the bidder REFUSES to make one or more certifications for the above items 11a or 11b. The bidder shall provide a statement of explanation for the refusal in the space below or by fax to the Design Division @ Fax no. 573-522-2281.

(12) ANTIDISCRIMINATION: The Commission hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national

origin in consideration for an award.

(13) PREFERENCE TO MISSOURI FIRMS IN AWARDING OF CONTRACTS: (Applies to State Projects only.) The bidder's attention is directed to Section 34.355 RSMo Supp 2000, et seq, which requires that preference be given in awarding contracts to firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal, or better, and the price quoted is the same, or less.

The law also requires that a contractor or bidder domiciled outside the State of Missouri shall be required, in order to be the successful bidder, to submit a bid which is the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for the Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri in a like contract or bid being let in his domiciliary state. A contractor or bidder domiciled outside Missouri shall also be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or bidder on a like contract or bid being let in the domiciliary state of that contractor or bidder.

For firms, corporations or individuals domiciled outside the State of Missouri, it is requested they submit the following information:

List the state of domicile

List address of all Missouri offices or places of business

I acknowledge that I have read, understand and completed the above Contract Provisions.

SUBCONTRACTOR DISCLOSURE

(14) SUBCONTRACTOR DISCLOSURE The bidder shall submit with this bid any subcontracts that meet the requirements of Sec 102. List below the name of each subcontractor that will be furnishing labor, labor and materials, the category of work that the subcontractor will be performing (e.g. asphalt, concrete, earthwork, bridges...), and the dollar value of the subcontract. Select "NONE" if there are no subcontractors that need to be disclosed.

If the information is not available at the time of bid, the bidder shall submit the "Subcontractor Disclosure Form", located on MoDOT's website, on or before 4:00 p.m. of the third business day after the bid opening date, directly to the Design Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Telefax transmittal to MoDOT will be permitted at fax no. 573-522-2281 or emailed to subcontractor.disclosure@modot.mo.gov. The complete signed original documents do not need to be mailed to MoDOT, but the bidder shall have it available if requested by the Design Division or the engineer.

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

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CATEGORY OF WORK:

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

SUBCONTRACTOR NAME:

DOLLAR VALUE: \$

CATEGORY OF WORK:

Submitted:

SIGNATURE AND IDENTITY OF BIDDER

(15) SIGNATURE AND IDENTITY OF BIDDER

BY SUBMITTING THIS BID ELECTRONICALLY, I HEREBY ACKNOWLEDGE THAT ALL REQUIREMENTS INCLUDED IN THE HARD COPY REQUEST FOR BID, AND AMENDMENTS ARE A PART OF THIS BID AND CONTRACT.

*** AN ELECTRONIC PROPOSAL SUBMITTED AND SIGNED WITH A DIGITAL ID, UNDER THE PROVISION OF THE MISSOURI DEPARTMENT OF TRANSPORTATION, WILL BE CONSIDERED VALID AND BINDING. ***

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

☐ Yes ☐ No

Select "No" ONLY if the bidder REFUSES to make this certification. The bidder may provide an explanation for the refusal with this submittal in the space below or by fax to the Design Division @ fax no. 573-522-2281.

USE OF ANOTHER PERSON'S DIGITAL ID IN THIS BIDDING PROCESS VIOLATES THE LAWS OF MISSOURI.

I acknowledge that I have read, understood and completed the above Electronic Bid Submission Certification.

BID BOND

(16) BID GUARANTY: The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. MoDOT's bid bond forms are available on MoDOT's website.

Annual bid bonds shall be submitted to MoDOT by June 15th of each year. If utilizing a paper annual or project specific bid bond as a Bid Guaranty

for this project the bidder shall mark the box below.

**Pay by: ☐ Paper Annual or Project Specific Bid Bond.

If submitting a cashier's/certified check, the Bid Bond folder will not turn green.

ELECTRONIC BID BOND

The bidder shall complete the following bond verification process if utilizing an electronic project bid bond or electronic annual bid bond as a Bid Guaranty for this project.

**Bond ID:

**Surety Registry Agency:

**Bond Pct:

Surety State:

FIELDS WITH THE ** INDICATOR ARE REQUIRED FIELDS IF SUBMITTING YOUR BID VIA BID EXPRESS

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)


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

A. General - Federal	1
B. Contract Liquidated Damages	1
C. Work Zone Traffic Management	2
D. Route 92 Closure for Pipe Replacement	4
E. Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure)	5
F. Utilities	7
G. Project Contact for Contractor/Bidder Questions	10
H. Supplemental Revisions JSP-18-01D	10
I. Emergency Provisions and Incident Management	12
J. Notification of Property Owners and Tenants	12
K. ADA Compliance and Final Acceptance of Constructed Facilities	13
L. Contractor Quality Control and Daily Reporting	14
M. Disposition of Existing Signs	16
N. Optional Pavements	17
O. APWA Curb and Gutter	18
P. Additional Mobilization for Seeding	18
Q. 3 in Pipe, Group B	19
R. Stormwater Compliance Requirements NJSP-15-38	19
S. Relocation of Signs	24
T. Rectangular Rapid Flashing Beacon	24
U. Notice to Bidders of Third Party Concurrence in Award JSP-98-19	26

Job No.: J4P3235

Route: 92

County: Clay

	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	TREKK Design Group 1411 E 104 th Street Kansas City, MO 64131 Certificate of Authority: 2002010300 Consultant Phone: 816-874-4655
	JOB NUMBER: J4P3235 CLAY COUNTY, MO DATE PREPARED: 8/10/18
Date: 8/10/2018	ADDENDUM:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISIONS

A. General - Federal

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 "Bidding". 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 "Business"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2018 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. Contract Liquidated Damages

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Job No.: J4P3235
Route: 92
County: Clay

Notice to Proceed: December 4, 2018
Completion Date: August 15, 2019

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
J4P3235	161	\$2,300

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$500** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Work Zone Traffic Management

1.0 Description. 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.

1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

1.2 Work Zone Conflict Resolution. Any conflict resolution shall be in accordance with Sec 616.4. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management

schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

2.2 The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

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

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

2.5.1 Traffic Safety.

2.5.1.1 Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet 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.

2.5.1.2 When a traffic queue extends to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet 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 and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 There are six major holiday periods shown below. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday unless approved by the Engineer.

Memorial Day
Independence Day and July 5
Labor Day
Thanksgiving
Christmas
New Year's Day

3.3 The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractors operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

7:00 a.m. - 9:00 a.m.

4:00 p.m. - 7:00 p.m.

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. The CMS shall be capable of communication with the Transportation Management Center (TMC), if applicable, prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Route 92 Closure for Pipe Replacement

1.0 General. A short term closure shall be allowed for the installation of the cross road pipe on Route 92, as approved by the engineer.

1.1 Hours. The hours for the short term closure shall be from 5:00 a.m. Saturday to 5 p.m. Sunday, or as approved by the engineer. The contractor shall not alter the start time or the ending time without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to the closure is the installation of traffic control signs.

2.0 Coordination. The short term closure shall be coordinated with emergency services for the city of Kearney, and with the engineer to avoid potential conflict with special events.

2.1 Scheduling/Notice. The contractor shall submit a schedule of work, and give the engineer 2 weeks advance notice of the closure work.

3.0 Liquidated Damages Specified for Failure To Complete Work on Time. If the pipe replacement is not completed and the road (Route 92) is not re-opened by 5:00 p.m. Sunday, as described above, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages in the amount of **\$500.00 per 15 minute increment** for each 15 minutes that Route 92 is closed and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

3.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract. It will be the responsibility of the engineer to determine the quantity of excess closure time.

3.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

4.0 Basis of Payment: Payment will be made for the traffic control signs and devices included in the contract, including Changeable Message Signs, and Truck Mounted Attenuators, included in the contract for this stage of work. **Payment for pavement replacement will be made under the optional pavement pay item. If the optional pavement chosen is concrete, the contractor will be required to use a high early strength mix, as approved by the engineer, at no additional cost.** No other direct payment will be made for compliance with this special provision.

E. Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure)

1.0 Description. Flagging operations shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 6, Section 107 and 616 in Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, temporary traffic control plans, and as described herein.

2.0 Procedures for Flagging Short, Intermediate, or Long-Term Stationary Operations. This procedure includes the use of three traffic cones or other channelizing devices.

2.1 Step 1. The flagger shall place three cones across the lane of traffic to be stopped, from centerline to shoulder. When no vehicles are present, the flagger should remain on the shoulder with the stop paddle visible.

2.2 Step 2. When traffic has stopped, the flagger shall move towards the centerline of the roadway, keeping the stop paddle visible, and keeping a visual contact with the stopped drivers. Once the flagger has confirmed that opposing traffic is clear, the flagger shall prepare to release the stopped traffic.

2.3 Step 3a. If the vehicles are to travel in the current lane, the flagger shall remove the center cone from the center of the lane.

2.4 Step 3b. If the vehicles are to travel in the opposite lane, the three cones shall remain across the closed lane.

2.5 Step 4. If opening the lane (Step 3a above) the flagger shall walk back to the shoulder with the cone, turn the stop paddle to slow, and then release traffic using a hand signal to direct vehicles between the two remaining cones. If releasing traffic to the other lane (Step 3b above) the flagger shall remain near the centerline of the roadway, turn the stop paddle to slow, and use a hand signal to direct the traffic around the cones into the open lane.

2.6 Once all traffic has cleared, the flagger shall return the slow paddle to stop. The flagger shall replace the cone to the center of the lane or leave the cones across the lane. The flagger then returns to the shoulder and repeats the steps.

2.7 If the roadway width is less than 12 feet, the number of cones may be reduced to two or one, or other channelizing devices may be used.

3.0 Basis of Payment. No direct payment will be made for any cost associated with this provision.

Pictorial Representation of Steps for Flagging Procedure for Two-Lane Roadways (3-2-1 Cone Procedure)



STEP 1



STEP 2



STEP 3



STEP 4

F. Utilities

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Platte-Clay Electric Cooperative Jared Wolters 1000 W. Highway 92 PO Box 100 Kearney, MO 64060 Phone: (816) 903-7370 Email: jaredw@pcec.coop	Yes Section 2.0	Power
CenturyLink Jeff Wallace 210 E. Market Street Warrensburg, MO 64093 Phone: (660) 429-7199 Phone: (785) 204-2597 (cell) E-mail: jeffery.m.wallace@CenturyLink.com	Yes Section 2.1	Communications
City of Kearney David Pavlich Community Development Director 100 E. Washington Kearney, MO 64060 Phone: (816) 903-4731 Email: dpavlich@kearneymo.us	Yes Section 2.2	Sanitary Sewer And Water
Ameren Missouri Doug Alberti 2101 N. Jesse James Road Excelsior Springs, MO 64024 Phone: (816) 629-2835 Email: dalberti@ameren.com	Yes Section 2.3	Power
Spire Energy Chris Collins 7500 E. 35 th Street Kansas City, MO 64129 Phone: (816) 509-4400 Phone: (816) 969-2234 (cell) Email: Chris.Collins@spireenergy.com	Yes Section 2.4	Gas
MNA-Bluebird David Frazier 800 N. Chipman Road Suite 5750 Lee's Summit, MO 64063 Phone: (816) 237-2125 Phone: (816) 807-0145 (cell) Email: David.Frazier@bluebirdnetwork.com	Yes Section 2.5	Communications

Consolidated Communications Jim Burchett 303 N. Jefferson Street Kearney, MO 64060 Phone: (816) 694-5722 (cell) Email: jim.burchett@consolidated.com	Yes Section 2.6	Communications
Spectrum Josh Cubley 8221 W. 119 th Street Overland Park, KS 66213 Phone: (913) 601-2504 Email: Josh.Cubley@charter.com	None	Communications
Unite Private Networks Steve Morgan 950 W. 92 Highway Kearney, MO 64060 Phone: (816) 520-3437	None	Communications

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

2.0 Platte-Clay Electric Cooperative relocations include a light pole at Sta. 628+75 LT and underground power lines from Sta. 645+50 LT to 646+50 LT. The relocations will be completed prior to Notice to Proceed.

2.1 CenturyLink has a relocation of a pedestal at Sta. 645+80 RT, underground fiber from Sta. 643+00 RT to 648+00 RT and equipment at Sta. 647+75 RT. The relocations will be completed prior to Notice To Proceed. CenturyLink will be abandoning a line in place that crosses proposed storm sewer pipes between inlets C1 and C2 and between inlets C4 and C5. If line is found to be in conflict with proposed pipes, CenturyLink has given permission to cut the line.

2.2 The City of Kearney has a waterline relocation located near inlet B4 at approximate Sta. 645+22. The relocation will be completed prior to Notice To Proceed.

2.3 Ameren Missouri has guy wire adjustments at poles located at approximate Sta. 640+00 LT, Sta. 645+70 RT, Sta. 646+00 LT and Sta. 647+55 LT. The Contractor will coordinate the adjustments with Ameren Missouri during construction. Contact Ameren within 2 weeks of beginning work at these locations.

2.4 Spire Energy has a 4" gas line relocation from Grove Street to just east of Marguerite Street. The relocation will be completed prior to Notice to Proceed.

2.5 Bluebird Network has an underground fiber potentially in conflict with the proposed storm sewer system starting at approximate Sta. 645+70 RT through Sta. 647+75 RT. The line is approximately 3' deep and may need to be lowered in place. The Contractor will contact Bluebird Network a minimum of one week prior to beginning construction of the storm sewer system. Construction will be coordinated with the Bluebird Network contractor to allow the depth of the fiber line to be field verified. If necessary, the Bluebird Network contractor will adjust their cable under the proposed drop inlets and pipes. Bluebird Network anticipates one to two days of construction time to lower the line in place.

2.6 Consolidated Communications has underground copper in conflict with the storm sewer on the north side of Route 92 near Marguerite Street. The relocation will be completed prior to Notice to Proceed.

G. Project Contact for Contractor/Bidder Questions

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Juan Yin, Project Contact
Kansas City District
600 NE Colbern Rd
Lee's Summit, MO 64086
Telephone Number 816-607-2216
Telefax Number 816-387-2770
E-mail Juan.Yin@modot.mo.gov

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

H. Supplemental Revisions JSP-18-01D

Delete Sec 106.9 and substitute the following:

106.9 Buy America Requirement On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. 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.

Delete Sec 106.9.3 and substitute the following:

106.9.3 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

106.9.3.1 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 the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.3.2 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.

106.9.3.3 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.

Delete Sec 106.9.4 and Renumber subsequent sections accordingly:

Delete Sec 616.5.1 and substitute the following:

616.5.1 Amber or Amber and White Warning Lights. All on-road construction-related vehicles and equipment shall operate with amber or amber and white warning lights having 360 degrees of total coverage and as follows:

- (1) For daytime operations, SAE Class 1 or 2 lights shall be used.
- (2) For dusk to dawn operations, SAE Class 2 lights shall be used, or SAE Class 1 lights with dimming capabilities to minimize glare experienced by travelers.

616.5.1.1 Red or Red and Blue Warning Lights. The contractor may elect to use red or red and blue warning lights in accordance with Missouri law and the following requirements:

- (1) Use of red or red and blue lights shall be limited to use on a total of two vehicles per work zone and/or project.

(2) Use of red or red and blue warning lights shall be limited to areas in advance of tapers or lane shifts and at the active work location.

(3) Lights shall be SAE Class 2 or SAE Class 1 with dimming capabilities to minimize glare experienced by travelers.

The awarded contract will serve as a permit by the Commission, granting the prime contractor and approved sub-contractors to utilize red or red and blue lights as required by Missouri law.

I. Emergency Provisions and Incident Management

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

Missouri Highway Patrol 816-622-0800	
City of Kearney	Clay County
Fire: 816-331-7969	Fire: 816-452-4612
Police: 816-628-4122	Sheriff: 816-407-3750

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

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

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

J. Notification of Property Owners and Tenants

1.0 Before any work is started in any property entrances or permanent drainage easement, the contractor shall notify the property owner/tenant of his schedule of work on that property.

K. ADA Compliance and Final Acceptance of Constructed Facilities

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance

with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

L. Contractor Quality Control and Daily Reporting

1.0 The contractor shall perform Quality Control (QC) testing and reporting in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

(a) The name and contact information of the person in responsible charge of the QC testing.

(b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.

(c) A proposed independent third party testing firm for dispute resolution, including all contact information.

(d) A list of Hold Points, when specified by the engineer.

(e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon

request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

3.3 Contractor Daily Work Reporting. The contractor shall submit to the engineer a Contractor Daily Work Report (CDWR) for each calendar day that work is performed. The CDWR shall include all information listed in 3.3.2.

3.3.1 The CDWR information may be provided on the MoDOT-provided form or an approved contractor form. Each CDWR shall be digitally signed by the contractor and uploaded to the MoDOT SharePoint® site no later than two (2) business days following the end of each week.

3.3.2 CDWR information:

- (a) Date and Contract Identification Number
- (b) Weather conditions, rainfall amounts, high/low ambient temperatures
- (c) List of subcontractors who performed work
- (d) Description of all work performed, including general location (ex. Sta, offset, log mile, etc.), and any testing performed.
- (e) Date range of days when no work was performed since the previous DWR
- (f) Pertinent traffic control information (changes, delays, accidents, etc.)
- (g) Statement: "All items installed meet or exceed contract requirements."

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the

engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. Discussion topics should include: safety precautions, QC testing, traffic impacts, and any required Hold Points.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

M. Disposition of Existing Signs

1.0 Signs to be removed and relocated. The Contractor will be responsible for the removal and storage of any existing signs that are to be relocated whether they are ground mounted or overhead. If any signs are damaged during removal or damaged during storage due to the Contractor's negligence, he shall be responsible for replacing them at no additional cost to the Commission.

2.0 Signs to be salvaged. The Contractor will be required to remove State owned sign faces and/or posts identified on the plans. All State owned sign faces and/or posts that are removed as part of this project that are considered salvageable by the Engineer shall be taken to the following location:

MoDOT's Sign Shop
3050 NE Independence Avenue
Lee's Summit, Missouri 64064

The Contractor shall notify the MoDOT Sign Shop 48 hours before deliveries are made. The phone number the contractor needs to call to notify the Sign Shop is 816-622-0405.

2.1 Sign faces shall be broken down into no larger than 8-foot by variable length sections. Signs shall be stacked neatly in bins provided by MoDOT's Sign Shop, under the supervision of MoDOT personnel, during normal working hours. All other signs shall be removed and disposed of by the Contractor.

3.0 Payment. No direct payment shall be made for the cost associated with removing, storage and transporting or disposing of signs as shown on the plans, or as directed by the Engineer.

N. Optional Pavements

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the *thicker* pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for by the contract unit bid price for Item 401-99.05, pavement, per square yard.

O. APWA Curb and Gutter

1.0 Description. This work shall consist of the construction of Type CG-2 curb and gutter as indicated in the plans. All work shall be in accordance with the latest edition of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Standard Specifications Section 2209.

2.0 Materials. Material, proportioning, air-entraining, mixing, slump and transporting of concrete shall be in accordance with [Sec 501](#). Concrete shall be either Class B or Pavement concrete. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Reinforcing Steel for Concrete Structures	1036
Concrete Curing Material	1055.2
Material for Joints	1057

3.0 Method of Measurement. The Type CG-2 curb and gutter, shall be measured per linear foot.

4.0 Basis of Payment. Accepted construction of the Type CG-2 curb and gutter will be paid for at the contract unit price bid for items 609-99.03, Curb and Gutter APWA Type CG-2. Such payment shall constitute full compensation for all materials, labor, tools, and equipment necessary to complete the construction item. Items not specifically called out in the contract for the installation of this item shall be considered subsidiary to other related items.

P. Additional Mobilization for Seeding

1.0 Description. This provision provides compensation for additional mobilization for seeding, as specified herein.

2.0 Additional Mobilization for Seeding. Additional mobilization to perform temporary or permanent seeding, beyond the initial occurrence, may be necessary as specified in Sec 806.50.2 and as required per terms of the SWPPP. Mobilization of all equipment, workers and materials necessary to perform seeding and mulching shall be considered included in this work.

2.1 Measurement of the number of occurrences authorized by the engineer to mobilize equipment onto the project to perform temporary or permanent seeding will be made per each occurrence, except for the initial occurrence and as specified herein. No measurement will be made for mobilization necessary to perform repair work to previously seeded areas or for mobilization necessary due to removal of equipment prior to completion of seeding all areas available for seeding, as determined by the engineer.

3.0 Basis of Payment. The accepted occurrences of Additional Mobilization for Seeding will be paid for under 618-99.02, ADDITIONAL MOBILIZATION FOR SEEDING, at a fixed unit price of \$600 per each occurrence. Payment for the initial occurrence to mobilize for seeding, and any additional mobilization costs in excess of the fixed price, shall be considered completely covered under other items.

Q. 3 in Pipe, Group B

1.0 Description. This work shall consist of furnishing 3 inch Group B pipe, laid upon a bed, and backfilled as specified on the plans or as directed by the engineer. This work shall be in accordance with Sec 724 and accompanying provisions except as modified herein.

2.0 Material. All material, unless specified otherwise in this specification, shall be in accordance with Division 1000, Material Details, and specifically Section 1028, Polyvinyl Chloride (PVC) Culvert Pipe.

3.0 Construction Requirements. The construction requirements shall conform to Sec 724.2.

4.0 Method of Measurement. The quantities will be paid for in accordance with Section 724.4.

5.0 Basis of Payment. Section 724.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item No. 726-99.03, "3 in Pipe, Group B", per linear foot.

R. Stormwater Compliance Requirements NJSP-15-38

1.0 The land disturbance necessary to complete this project is not anticipated to exceed one (1) acre. Should the contractor disturb more than one (1) acre to complete the work, or for any other reason, all terms of this Job Special Provision will apply.

1.1 Description. The Contractor shall comply with the terms of the United States of America v. Missouri Highways and Transportation Commission Consent Decree (Consent Decree) that are identified as the responsibility of the Contractor or subcontractor, and with the terms of this provision. Viewing of the Consent Decree is available on the MoDOT Land Disturbance webpage under Contractor Resources, or by going to the web address www.modot.org/LD.

1.2 Applicability. The Consent Decree and this provision apply to any project that includes land disturbance of areas totaling greater than one (1) acre on the project site. The project site consists of all areas designated on the plans, including temporary and permanent easements. The Consent Decree and this provision do not apply to Contractor staging, plant, or borrow areas that are not located on MoDOT right of way (Off-site). The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

2.0 Stormwater Training for Contractor Employees. The Contractor's on-site project manager, designated Water Pollution Control Manager (WPCM), as defined in Section 3.0, and WPCM delegate, shall complete MoDOT Stormwater Training prior to serving in those roles. If someone other than the Contractor's project manager is given the authority to manage the grading or erosion control operations, the project manager(s) for those operations shall also complete MoDOT Stormwater Training. MoDOT Stormwater Training is also required for any other person who the Contractor gives authority to take measures to prevent or minimize the consequences of non-compliance with the Stormwater requirements, as defined in Section 3.1(a) of this provision.

2.1 The Commission will provide MoDOT Stormwater Training to the Contractor employees specified in Section 2.0 at a location and time determined by MoDOT. There will be no fee for attending the training; however, the Contractor shall be responsible for all other cost related to the training, such as travel expenses, if necessary, and wages for its employees. The time to complete the training is anticipated to be no more than 6 hours. As long as the Consent Decree is in effect, MoDOT will provide periodic trainings at various locations around the state, as needed, to ensure contractors and bidders have the opportunity to maintain the number of WPCMs they need to comply with this provision.

2.2 Those who require MoDOT Stormwater Training per Section 2.0 shall complete the training prior to beginning any land disturbance work. Thereafter, training shall occur at least once every two (2) years. The training is not project-specific. Any Contractor employee who receives the training will be qualified to perform the WPCM duties on any MoDOT project for a period of two (2) years.

2.3 MoDOT will document the names and dates that contractor employees attend MoDOT Stormwater Training and will retain those records for the period of time specified in the Consent Decree. Duplicate record keeping by the contractor is not required.

3.0 Water Pollution Control Manager (WPCM). Prior to the Pre-Activity meeting for Grading/ Land Disturbance, the Contractor shall designate a Water Pollution Control Manager (WPCM) to fulfill the duties and responsibilities listed in Section 3.1 until final stabilization occurs. The Contractor's on-site project manager may also serve as the WPCM or that role may be assigned to another manager employed by the contractor or a subcontractor. The Contractor shall also maintain a WPCM delegate to temporarily fulfill the WPCM duties in the absence of the primary WPCM (e.g. illness, vacation, other leave).

3.1 Duties of the WPCM:

- (a) Be familiar with Stormwater Requirements including the National Pollutant Discharge Elimination System (NPDES), the current MoDOT State Operating Permit for construction stormwater discharges/ land disturbance activities, the Project-specific Stormwater Pollution Prevention Plan (Project SWPPP), the Corps of Engineers Section 404 Permit, when applicable, the Consent Decree, and this provision. The Project SWPPP includes: a title page with project-specific information, the general SWPPP posted on the MoDOT land disturbance website, the Project Erosion & Sediment Control Plan, all applicable special provisions, and all applicable specifications and standard drawings;
- (b) Complete the stormwater training set forth in Section 2.0;
- (c) Attend the Pre-Activity for Grading/ Land Disturbance Meeting or, if hired after the meeting has occurred, be familiar with the conference decisions;
- (d) Review and sign the Project-specific SWPPP and all updates thereto within time periods set out in the Consent Decree;
- (e) Visit and review the project site for compliance with Stormwater Requirements at least once per week from the start of any grading operations until final stabilization is achieved and permit is closed;

- (f) Be authorized by the Contractor to supervise all work performed by the Contractor and subcontractors that involves compliance with Stormwater Requirements, including the authority to order work be stopped on a Project, implement MoDOT-directed changes in work related to Stormwater Requirements, and order the taking of, measures to cease, correct, prevent, or minimize the consequences of non-compliance with Stormwater Requirements;
- (g) Review and certify electronically each MoDOT inspection report for the Project within three (3) days of receiving each report to ensure it conforms with report requirements in the National Pollution Discharge Elimination System Stormwater (NPDES SW) Permit, Project SWPPP and the Consent Decree and ensure that all Stormwater Deficiencies noted on the report are corrected within the time required;
- (h) Recommend in writing within three (3) days of discovering any changes in site conditions and Best Management Practices (BMPs) that require an update to the Project-specific SWPPP; and
- (i) Be the point of contact relating to Stormwater Requirements and the Consent Decree between the Contractor, Subcontractors and MoDOT.

4.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. At each Project, a Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance and shall include a physical visit and review of the project site. 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.

4.1 Contractor employees who shall attend the Pre-Activity Meeting for Grading/Land Disturbance include the WPCM for the Project and the person(s) designated the authority to manage the grading and erosion control operations.

4.2 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.

5.0 Compliance with the NPDES SW Permit and Project SWPPP. On all projects, the Contractor shall comply with all applicable Stormwater Requirements which are defined as, but are not limited to:

- (a) Consulting with the engineer on recommended design revisions to the Project SWPPP to accommodate the Contractor's staging plan, implementation, managing, and maintaining BMPs or other control measures to prevent or minimize sediment and other pollutants in stormwater runoff in accordance with contract specifications or any relevant manufacturer specifications and good engineering practices, including but not limited to the manuals (*Note: two manuals cited in the MoDOT permit are "Developing your stormwater pollution prevention plan: A guide for construction activities" and "Protecting Water Quality: A Field Guide to erosion, sediment and stormwater best management practices for development*

sites in Missouri") and any other applicable standards for sedimentation basins, stabilization, rock dams, brush checks, construction entrances, and other BMPs;

- (b) Installing all BMPs at the locations and relative times specified in the Project SWPPP; and
- (c) Complying with the Missouri Water Quality Standards and with effluent limitations in Section E.1 of the NPDES SW Permit. Measurement of effluent is not required except as specified in E.2.

5.1 Stormwater Deficiency Corrections. Per terms of the Consent Decree, Stormwater Deficiencies identified on the MoDOT Land Disturbance Inspection Report shall be corrected within 7 days of the inspection date to avoid stipulated penalties, except that more time might be 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.

6.0 Inspection Protocol. The Contractor and all subcontractors shall review and adhere to MoDOT's written Stormwater Inspection Protocol, found on the MoDOT Land Disturbance webpage (www.modot.org/LD). The Inspection Protocol is applicable to all Projects under the consent decree. The MoDOT Resident Engineer will serve the role of Stormwater Resident Engineer, or a delegate will be named in their absence.

6.1 Inspection Reports. MoDOT will provide one or more Environmental Construction Inspectors (ECI) to perform the weekly and post run-off inspections and other duties described in paragraph 17 of the Consent Decree. The ECI will enter the inspection reports into a web-based Stormwater Compliance database. The WPCM will have access to this database to view all report information, including any noted deficiencies, and to certify the report as required in Section 3.1 (g.). Automated email reminders of pending reports that need to be certified and for deficiencies that need to be corrected will be sent to the WPCM. The Contractor may designate other employees or subcontractor employees to have viewing access to this database and to receive the email reminders. Completion of MoDOT Stormwater Training is necessary in order to receive the email reminders. The WPCM and other users shall be equipped with an electronic device (desktop computer, laptop, tablet, smartphone, etc.) with a browser and internet access to connect to the database. The contractor shall be responsible for providing the electronic devices.

7.0 Stipulated Penalties. If the Contractor fails to comply fully and timely with the requirements of the Consent Decree, stipulated penalties will be assessed to the Commission. For matters under the Contractor's responsibility and control the following stipulated penalties will be assessed to the Contractor and MoDOT will withhold payment pursuant to the following:

Violation	Stipulated Penalty Amount
Failure to Designate or Maintain WPCM at each Project in Accordance with Section 3.0.	\$750 for the initial violation (each person not designated) and then \$750 for each fourteen (14) day period that person is not designated.

Failure to complete MoDOT Stormwater Training by an Individual Required to be Trained in Accordance with Section 2.0, such as the WPCM or Project Manager.	\$750 per person for each missed training. This \$750.00 per person violation shall continue to accrue for each fourteen (14) day period that the person fails to timely receive the applicable training
Failure of WPCM to Review and Certify an Inspection Report in Accordance with Inspection Protocol as set forth in Section 6.	\$250 per inspection report not reviewed or signed.
Failure to Comply with Any NPDES SW Permit or SWPPP Requirement.	\$1000 per violation for the first ten (10) days of the violation; \$2500 per violation for days 11-20; \$3500 per violation for days 21 and beyond.
Failure to Correct a Stormwater Deficiency Identified in a MoDOT Inspection Report, or Otherwise Discovered by the WPCM, within the Time Required by the NPDES SW Permit or SWPPP.	\$1000 per deficiency for the first ten (10) days after correction was required; \$2500 per deficiency for days 11-20 after correction was required; \$3500 per deficiency for days 21 and beyond after correction was required.

8.0 Information Collection and Retention. The EPA, its representatives and its agents shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credential, to:

- (a) monitor the progress of activities required under the Consent Decree;
- (b) verify any data or information submitted to the United States in accordance with the terms of the Consent Decree;
- (c) obtain samples and, upon request, splits of any samples taken by MoDOT or its representatives, contractors, or consultants;
- (d) obtain documentary evidence, including photographs and similar data; and
- (e) assess MoDOT's compliance with the Consent Decree.

8.1 Until three (3) years after the termination of the Consent Decree, Contractors and the agents of the Contractors shall preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its Contractors' or agents' possession or control, or that come into the Contractor's or agent's possession or control, and that relate to MoDOT's performance of its obligations under the Consent Decree or to the Contractor's performance of its obligations under the Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

9.0 Basis of Payment. Should the contractor disturb more than one (1) acre due to its method of operations, or for any other reason, no direct payment will be made for compliance with this provision, including the cost to provide a WPCM. Should the engineer direct the contractor to exceed one (1) acre of land disturbance, payment will be made only for the actual cost of the weekly duties of the WPCM. Separate payment will be made for erosion and sediment control devices, and for permanent and temporary seeding and mulching, when payment for those items are provided elsewhere in the contract.

S. Relocation of Signs

1.0 Description. The contractor shall be required to relocate existing sign faces to new posts.

2.0 Signs to be relocated. The Contractor will be responsible for the removal and storage of any existing signs that are to be relocated.

3.0 Material.

3.1 The contractor shall handle the signs with care in removing them from their present location and moving them to the new locations shown in the plans. If any signs are damaged during removal or during storage due to the Contractor's negligence, as determined by the engineer, the contractor shall be responsible for replacing them at no additional cost to the Commission.

4.0 Construction Requirements.

4.1 The contractor shall furnish and install new steel sign posts, anchors, footings, and mounting hardware to reinstall the signs at the new locations. Existing posts and footings are to be removed and disposed of by the contractor. New posts and footings shall be sized as shown in the plans.

5.0 Basis of Payment. All expenses incurred by the contractor by reason of compliance with this provision shall be considered as completely covered by the contract unit price for the following:

- Item No. 903-10.10, "Concrete Footings, Embedded", per cubic yard
- Item No. 903-12.80, "Breakaway Assembly (Perforated Square Steel Tube), per each
- Item No. 903-12.80, "2.5 IN. PSST Post – 12 GA.", per linear foot
- Item No. 903-12.81, "Post Anchor for 2.5 IN. PSST – 7 GA", per linear foot

T. Rectangular Rapid Flashing Beacon

1.0 Description. This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon on a post with mounted signs as shown in the plans. All work shall be in accordance with applicable portions of Section 902 and 903 of the Missouri Standard Specifications for Highway Construction, MUTCD Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons, and specifically as follows:

2.0 Equipment and Material List. All electrical equipment and associated construction requirements shall be in accordance with applicable portions of the MUTCD and the ITE Specifications.

2.1 Rectangular Rapid Flashing Beacon Assemblies (RRFB). RRFB assemblies must include two rapidly and alternately flashed rectangular yellow indications having LED-array based pulsing light sources. Each rectangular yellow indication must be a minimum of five inches wide by two inches high.

2.2 RRFB Sign Assemblies: RRFB assemblies must be attached to a Pedestrian Crossing (W11-2) with a diagonal downward arrow (W16-7p) plaque, a single ground sign post, and attachment hardware in accordance Sec 903. The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of

approximately 7 inches measured from inside edge of one indication to inside edge of the other indication. The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2 sign.

2.3 Beacon Flashing Requirements. When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating “wig-wag” flashing sequence (left light on, then right light on). The RRFB flash rate shall be 70 to 80 periods of flashing per minute. Each beacon shall have alternating flash rates, but approximately equal periods of rapid pulsing light missions and dark operation. During each of its 70 to 80 flashing periods per minute, the yellow indications on the left side of the RRFB shall emit two slow pulses of light after which the yellow indications on the right side of the RRFB shall emit four rapid pulses of light followed by a long pulse. The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

The light intensity of the yellow indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 for Class 1 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles).

2.4 Solar Panels and Batteries. Charge capacity shall allow operation of 300 cycles per day for 30 days without recharge. Solar powered system must automatically charge batteries and prevent overcharging and over-discharging. Solar powered systems must include a charge indicator and AC/DC battery charger. Batteries shall be replaceable, recyclable, sealed and maintenance free. Solar panel shall be high efficiency suitable for Midwestern environment.

2.5 Manufacturer and Supplier Contact Information. The following list provides manufacturer and supplier contact information for known system components. Other manufacturers and suppliers may provide equivalent products meeting the requirements of this specification.

Carmanah Traffic
250 Bay Street
Victoria, British Columbia
Canada, V9A 3K5
Toll Free: 1 (877) 722-8877
Fax: 1 (250) 380-0062
Email: traffic@carmanah.com

R.D. Jones, Stop Experts Inc. (RRFB Global)
Richard D. Jones, CEO
723 Commerce Dr.
Venice, FL 34292
Phone: (941) 484-4003
Toll Free 1 (888) RD-Jones
Email: rdjones@stopexperts.com

TAPCO
Mr. Bryan Everard
5100 W. Brown Deer Road
Brown Deer, WI 53223
Toll Free 1(800) 236-0112
Email: jason@tapconet.com

An equivalent alternate product may be used as approved by the engineer.

2.6 The D-15 Equipment and Material List is available in the electronic deliverables. The contractor shall complete the list by writing in the name of the equipment manufacturer and catalog number of each item listed. Two copies of the completed list shall be submitted to the engineer and shall be approved in writing before the items are installed. Approval of the items on the list will not relieve the contractor of the responsibility for satisfactory performance of the installation.

3.0 RRFB Operation. RRFB assemblies shall be normally dark, initiate operation only upon pedestrian actuation via a pedestrian pushbutton, and cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk. The duration of the predetermined period shall be programmable and capable of matching the pedestrian clearance time for pedestrian signals as determined by MUTCD procedures. The timer that controls flashing must automatically reset each time a pedestrian call is received. All RRFBs associated with a single crosswalk (including those with an advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing indications and shall cease operation simultaneously. RRFBs must include an instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS mounted adjacent to or integral with each pedestrian pushbutton. A small light directed at and visible to pedestrians in the crosswalk must be installed integral to the RRFB or push button to give confirmation that the RRFB is in operation.

4.0 Construction Requirements. Installation of the Rectangular Rapid Flashing Beacon, support assembly, power supply, and testing shall be performed in accordance with the Contract Documents, manufacturer's recommendations, and as directed by the Engineer.

5.0 Method of Measurement. The accepted quantity of Rectangular Rapid Flashing Beacon to be measured for payment will be for each beacon assembly installed.

6.0 Basis of Payment. The accepted quantity of Rectangular Rapid Flashing Beacon, including all labor, materials, tools, equipment and incidentals will be paid for at the Contract bid item cost, which will include signs, solar panels, and push buttons at the Rectangular Rapid Flashing crossing are included in the lump sum unit price under Pay Item 903-99.01, Rectangular Rapid Flashing Beacon, per lump sum.

U. Notice to Bidders of Third Party Concurrence in Award JSP-98-19

1.0 Bidders are advised that the Commission is party to a contract with the City of Kearney which provides that the City of Kearney shall provide substantial funds for construction of Job Number J4P3235 by reason of which the City of Kearney has the right to concur or not concur in Commission's award of a contract for this job.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of the City of Kearney concurrence in and prior authorization of any award of a contract for this job by Commission.

3.0 Bidders agree that they shall be estopped, both in law and equity, to assert any right to award of a contract for this job by Commission should the City of Kearney not concur in that award for any reason.