

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
1511 MISSOURI BLVD
JEFFERSON CITY MO 65102**

REQUEST NO.	CD-16-039B
DATE	November 25, 2015
PAGE NO. 1	NO. OF PAGES 38

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

December 16, 2015 at 10:00 AM CT

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as referenced in bid

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER:	Sheldon Redel, CPPB Sr. Procurement Agent	BUYER TELEPHONE:	573-751-7708
		BUYER EMAIL:	Sheldon.Redel@modot.mo.gov

SUPPLIES OR SERVICES

Bridge Repairs (# A2296) Route F Over Route 54, Callaway County

To establish a contract to furnish bridge repair services, in accordance with the following pages. See **PLAN SHEET(S) and GENERAL WAGE ORDER No. 59** posted on MoDOT's GS Bidding Web Site.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Return sealed bid to the address shown at the top of this page.

It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____

Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

RFB CD-16-039B

1.1 INTRODUCTION:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **bridge repair services** located on Route F over Route 54 in Callaway County, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 10:00 a.m., CT, December 16, 2015.**

RFB COORDINATOR:

**Sheldon Redel, CPPB
Missouri Department of Transportation
Procurement Department
1511 Missouri Blvd
Jefferson City, MO 65102**

PHONE: 573-751-7708

1.2 GENERAL INFORMATION:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of bridge repair services as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2-6) Scope of Work
 - 7) Bid Submission
 - 8) Pricing Page(s)
 - 9) Attachments
 - 10) Terms and Conditions
 - 11) Job Special Provisions

1.3 GENERAL REQUIREMENTS:

- 1.3.1 The contractor shall provide bridge repair services for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 1.3.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 1.3.3 MoDOT does not guarantee any specific number of hours to be utilized by this contract.
- 1.3.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the services required herein.
- 1.3.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.
- 1.3.6 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.
- 1.3.7 Within 30 calendar days after the execution of the contract, a "Notice to Proceed" will be issued by MoDOT. A purchase order will be attached to the "Notice to Proceed", which will specify the date or dates that the Contractor can begin work and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

2. SCOPE OF WORK

2.0 CONSTRUCTION REQUIREMENTS:

- 2.1.1 The contractor shall provide MoDOT with services in accordance with applicable specifications or as specifically noted in the following provisions, attached Job Special Provision and Plans.
- 2.1.2 **Required Specifications** – all materials, equipment, and/or services bid upon must comply with all pertinent standards and specifications as accessible on the Missouri Department of Transportation website (www.modot.mo.gov) under “Business With MoDOT”, and “Standards and Specifications”. The effective version will be determined by the letting date of the project.

3.0 Liquidated Damage Requirements:

- 3.1.1 The bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and enforcement of liquidated damages.

4.0 Contract/Purchase Order:

- 4.1.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

5.0 Invoicing and Payment Requirements:

- 5.1.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 5.1.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 5.1.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor’s original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state’s Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 5.1.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.1.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 5.1.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services

required herein shall be made in arrears. The MHTC shall not make any advance deposits.

- 5.1.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 5.1.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.
- 5.1.9 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder as part of the contracting process.

6.0 Other Contractual Requirements:

- 6.1.1 Contract Period - The contract shall have a completion date of 60 calendar days from the Notice to Proceed, work directly impacting traffic shall be limited to 30 days.
- 6.1.2 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
 - a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.
- 6.1.3 Insurance Requirements:
 - a. The bidder is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

7. BID SUBMISSION

7.0 Bid Submission Information:

- 7.1.1 Submit completed Contractor Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.99, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contractor information are provided on MoDOT's website at <http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>
- 7.1.2 All bids must be received in a sealed envelope/packaging clearly marked "**(Bridge Repair Services)**"
- 7.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- 7.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 7.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

7.1.5 Proposal/Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

7.1.6 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bid.

7.1.7 Cost Determination: The low bid shall be determined by prices listed on the pricing pages for the contract period.

7.1.8 Contract Award: The contract will be awarded to the lowest responsible bidder determined as specified above.

- a. Award of this bid will be made on an "All or Nothing" basis using the "lowest and best responsible" principle of award.
- b. Notification of award will at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

8. PRICING PAGE

8.1 The bidder shall provide a firm, fixed price in the table below for the contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

8.2 See **PLAN SHEET(S) and GENERAL WAGE ORDER No. 59** posted on MoDOT's GS Bidding Web Site along with this bid document to assist the vendors.

Item #	Description	<i>Firm, Fixed Price</i>
001	Provide bridge repair services located on Route F over Route 54 in Callaway County	\$ _____ <i>per project</i>

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

Attachment I
PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Attachment II
MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Attachment V - CD-16-039B

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in
the penal sum of:

_____ **Dollars**
(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation**
Commission, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for
furnishing **Bridge Repairs** as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and
if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract
and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the
satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise
to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the
Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal
sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the **PRINCIPAL** and by a **CORPORATE SURETY** authorized to conduct
surety business in the State of Missouri.

Attachment VI
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either 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 or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

Attachment VII



Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Required Specifications

- a. The material to be supplied under this contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition 2011**, and any revisions thereto, unless modified by these specifications.

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Bid Guaranty/Contract Bond

- d. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- e. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- f. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Callaway County**. The **General Wage Order #59** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of \$500 per day, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either 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 or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.

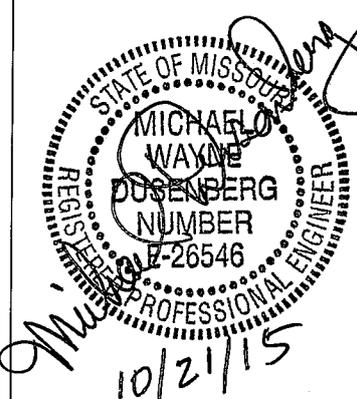
Personal Protective Equipment

- a. All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.
- b. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:
 - 1) **Daytime Flagger.** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
 - 2) **Daytime Worker.** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
 - 3) **Nighttime Flagger.** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
 - 4) **Nighttime Worker.** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

- A. Work Zone Traffic Management Plan
- B. Utilities
- C. Project Contact for Contractor/Bidder Questions
- D. Emergency Provisions and Incident Management
- E. Stormwater Compliance Requirements

	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: K15D0928 Callaway County, MO DATE PREPARED: 10/16/15
	ADDENDUM DATE:

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

JOB
SPECIAL PROVISION

A. WORK ZONE TRAFFIC MANAGEMENT PLAN

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.

2.0 Traffic Management. Work zone traffic management will be handled by MoDOT Maintenance forces.

2.1 The contractor shall coordinate their work with MoDOT Maintenance forces and the engineer 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 will 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.

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

3.0 Work Hour Restrictions.

3.1 There are no work hour restrictions for this project.

4.0 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.

B. 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>
AT&T Distribution 507 E. Main Street Union, MO 63084 Contact: Jeremiah Kinealy 314-810-9468 (cell) 314-851-2355 (office) <u>Jk036t@att.com</u>	None – see 1.1

C. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Michael Dusenberg, Project Contact
MoDOT - Central Missouri District
1511 Missouri Blvd., P.O. Box 718
Jefferson City, Missouri 65102
Telephone Number 573-751-7699
Email: michael.dusenberg@modot.mo.gov

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

D. 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 resident engineer's office shall also be notified when the contractor requests emergency assistance.

Resident Engineer: Terry Imhoff	Office: 573-526-4477	Cell: 573-619-0954
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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 – Troop F – Jefferson City	573-751-1000
Callaway County Sheriff	573-642-7291
Central Callaway Fire District 1 (office)	573-642-9144
City of Fulton Police Department	573-592-3100
City of Fulton Fire Department	573-592-3150

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.

E. STORMWATER COMPLIANCE REQUIREMENTS

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.

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- A. Construction Requirements
- B. Heat Straightening of Existing Plate Girder
- C. Grind Surface Deformities
- D. Structural Steel Erection
- E. Temporary Falsework for Girder Repairs
- F. Non-Destructive Testing

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65101 Phone (888) 275-6636</p>
	<p>If a seal is present on this sheet, JSP's has been electronically sealed and dated.</p>
	<p>JOB NO. K15D0928 Callaway County, MO Date Prepared: 11/12/2015</p>

JOB SPECIAL PROVISIONS (BRIDGE)

A. CONSTRUCTION REQUIREMENTS

1.0 Description. This provision contains general construction requirements for this project which is repair work due to collision damage from an over-height vehicle. Surface preparation for recoating structural steel and field application of inorganic zinc primer will be covered by MoDOT personnel.

2.0 Construction Requirements. Plans and shop drawings for the existing structure are included in the contract in the bridge electronic deliverables zip file for informational purposes only.

2.1 In order to assure the least traffic interference, the work shall be scheduled so that any roadway width restriction, both on bridge and below bridge, is for the absolute minimum amount of time required to complete the work. The roadway width shall not be restricted until material is available for continuous construction and the contractor is prepared to diligently pursue the repair work until the roadway width restriction is eliminated. The exterior girder being repaired shall have all traffic live load shifted away as directed by the engineer.

2.2 Provisions shall be made to prevent any debris and materials from falling onto the roadway. Any debris and materials that falls below the bridge outside the limits mentioned previously and if determined necessary by the engineer, the debris shall be removed as approved by the engineer at the contractor's expense. Traffic under the bridge shall be maintained in accordance with the contract documents.

2.3 Any damage sustained to the remaining structure as a result of the contractor's operations shall be repaired or the material replaced as approved by the engineer at the contractor's expense.

2.4 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the contractor's operations shall be the responsibility of the contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the engineer.

2.5 A washer shall be required under head and nut when any reaming is performed for bolt installation.

2.6 SSPC-SP2 and SSPC-SP-3 surface preparation shall be in accordance with the environmental regulations in Sec 1081 and collection of residue shall be in accordance with Sec 1081 for collection of blast residue. SSPC-SP6, SSPC-SP10 and SSPC-SP-11 surface preparation shall be in accordance with the approved blast media and environmental regulations in Sec 1081 and collection of blast residue shall be in accordance with Sec 1081.

3.0 Coating Information. (Information for MoDOT personnel)

3.1 Existing Bridge Information. The existing paint system is lead based System A overcoated with calcium sulfonate in 2006.

3.2 Environmental Contact. Environmental Section may be contacted at the below address or phone number. The Missouri Department of Health may be contacted at 573-751-6102.

(a) MoDOT - Design Division - Environmental Section.
PO Box 270

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105 W Capitol Ave, Jefferson City, MO 65102
Telephone (573) 526-4778

3.3 Approved Smelter and Hazardous Waste Treatment, Storage and Disposal Facility. The following is the approved smelter and hazardous waste treatment, storage and disposal facility:

Doe Run Company-Resource Recycling Division-Buick Facility
Highway KK
Boss, MO 65440
Telephone 573-626-4813

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

B. HEAT STRAIGHTENING OF EXISTING PLATE GIRDER

1.0 Description. This work shall consist of furnishing the necessary materials, labor, and equipment for heat straightening the damaged span of the existing plate girders. The steel to be straightened includes the exterior girder no. 6 in mid-span (3-4) and any appurtenances that were damaged due to the collision impact. This work shall be in accordance with this job special provision and the bridge plans.

2.0 Experience Requirements. The contractor's organization shall have at least 5 years of experience in conducting heat-straightening repairs for damaged steel structures. During the preceding three year period, the contractor shall have conducted an average of at least 2 heat-straightening projects per year. Experience documentation shall include: date of project, location, bridge owner, number and type of members straightened, and duration of project

3.0 Equipment

3.1 Heating shall be with an oxygen-fuel combination. The fuel may be propane, acetylene or other similar fuel as may be selected by the contractor, subjected to the engineer's approval.

3.2 Heat application shall be by single or multiple orifice tips only. The size of the tip shall be proportional to the thickness of the heated material. No cutting torch heads are permitted.

3.3 Jacks, come-alongs or other force application devices shall be gauged and calibrated so that the force exerted by the device may be controlled and measured. No external force shall be applied to the structure by the contractor unless it is measured.

4.0 Damage Assessment

4.1 Areas of cracking determined from visual inspection shall be called to the attention of the engineer.

4.2 The contractor shall identify and document all yield zones, yield lines and associated damage and provide this information to the engineer prior to initiation of heat straightening by either visual inspection or measurements.

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4.3 Steel with strains up to 100 times the yield strain may be repaired by heat straightening. For strains greater than this limit, the engineer shall determine if heat straightening may be used.

4.4 Cracks and/or strains exceeding 100 times the yield strain, or other serious defects shall be called to the attention of the engineer.

4.5 The contractor shall prepare and submit a work plan to the engineer for approval prior to beginning repairs.

5.0 Heat Application

5.1 Prior to heat application, the determination by contractor and MoDOT personnel of existing lead-based paint removal shall be made so as not to damage any of the surrounding existing paint that is to remain after the heating of the steel. The heating of the steel shall not damage any of the paint that is to be used in place and shall not create an environmental air quality issue.

5.2 The temperature of the steel during heat straightening shall not exceed the following:

- (a) 650°C (1,200°F) for Carbon Steels.
- (b) 620°C (1,100°F) for A514 and A709 (grades 100 and 100W) steels.
- (c) 565°C (1,050°F) for A709 grade 70W steel.

5.3 The Contractor shall use one or more of the following methods for routine, ongoing, documented temperature verification during heat straightening:

- (a) Temperature sensitive crayons.
- (b) Pyrometer.
- (c) Infrared non-contact thermometer.

5.4 The material should be heated in a single pass following the specified pattern and allowed to cool to below 120°C (250°F) prior to re-heating.

5.5 Heating patterns and sequences shall be selected to match the type of damage and cross section shape.

5.6 Vee heats shall be shifted over the yield zone on successive heating cycles.

5.7 Simultaneous vee heats may be used provided that the clear spacing between vees is greater than the width of the plate element.

5.8 Repair of previously heat-straightened members in the same region of damage may be conducted once. Further repairs shall not be performed without the approval of the engineer.

6.0 Application of Jacking Forces

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6.1 Jacks shall be placed so that forces are relieved as straightening occurs during cooling.

6.2 Magnitude of Jacking Forces

(a) Jacking shall be limited so that the maximum bending moment in the heated zone shall be less than 50 percent of the plastic moment capacity of the member or major bending element. For local damage, the jacking force shall be limited to 50 percent of initial yield of the element.

(b) The jacking force shall be adjusted so that the sum of jacking-induced moments and estimated residual moments shall be less than 50 percent of the plastic moment capacity of the member. As an alternative to considering residual moments, the moment due to jacking forces can be limited to 25 percent of the plastic moment capacity of the member during the first two heating cycles. For additional heating cycles, the limit of 50 percent may again be used.

6.3 The contractor shall determine and document the maximum jacking force for each damage location, and the proposed sequence of jacking and heating. Copies of the documentation shall be submitted to the engineer for acceptance before beginning repairs. Modifications due to changing condition shall be submitted to the engineer. The maximum jacking force may be controlled by measuring the deflection resulting from the jacking force.

6.4 The calibration of jacks and electronic temperature monitoring equipment shall be performed and documented monthly, and load cells used for calibration must be certified within a two year period.

7.0 Field Supervision of Repairs

7.1 Jacking forces shall be monitored to insure that limits are not exceeded.

7.2 Heating patterns shall be approved by the engineer.

7.3 Heating temperatures shall be routinely monitored to insure compliance with specified limits.

7.4 The dimensions of heat-straightened structural members shall conform to the tolerances specified in Table A1, except as noted below.

Table A1 - Recommended Tolerances for Heat Straightening Repair.

Member Type	Recommended Minimum Tolerance ^{1,2}
Beam/Girder overall at impact point	½ in over 20 ft ¾ in over 20 ft
Local Web Deviations	d/100 but not less than ¼ in
Local Flange Deviations	b/100 but not less than ¼ in
¹ Units of member depth, d, and flange width, b, are inches	
² Tolerances for curved or cambered members should account for the original shape of the member	

7.5 The above tolerance limits may be relaxed at the discretion of the engineer, based on one or more of the following considerations:

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- (a) Type and location of damage in the member.
- (b) Time considerations resulting from the nature of traffic congestion during the repair operation.
- (c) Degree of restoration required to restore structural integrity.

8.0 Method of Measurement. No measurement will be made.

9.0 Basis of Payment. Payment for the above described work including all material, labor, tools, equipment, temporary jacks and all incidentals necessary to complete this item of work will be considered completely covered by the contract lump sum price for "Heat Straightening".

C. GRIND SURFACE DEFORMITIES

1.0 Description. This provision contains construction requirements for grinding surface deformities in the area of collision impact and as directed by the engineer.

2.0 Construction Requirements. Steel surface deformities in the region of the impact damage that are not repaired by heat straightening shall be ground smooth.

2.1 Gouges, nicks, splinters and similar surface deformities in the existing structural steel shall be ground smooth and flush to the adjacent steel to remove potential points of stress risers where directed by and to the satisfaction of the engineer.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract lump sum price for "Heat Straightening".

D. STRUCTURAL STEEL ERECTION

Delete paragraphs 712.5.1 and 712.7.2 in Sec 712 and substitute the following:

712.5.1 Fit-up and Drifting. Truss spans, plate girders and continuous I-beams shall be supported to maintain required camber during erection. High-strength bolted field splices and primary connections, except for trusses and structures carrying live load erection stresses, shall have at least one half of the holes filled with a combination of fitting up bolts and drift pins. At least 50% of this combination shall be fitting-up bolts. Splices and primary connections carrying erection traffic during erection or truss connections shall have no less than three-fourths of the holes filled with drift pins and bolts with at least 50% being fitting-up bolts. The above requirements shall apply to each element of the splice, for example, top flange, web and bottom flange of girders. Fitting-up bolts shall be the same nominal diameter as the high strength bolts. High strength bolts may be used for fitting-up bolts, and may be left in place, as long as they are not damaged during erection. High strength bolts will be considered damaged and shall be replaced if they are tensioned past snug tight, used to draw two members together, driven into place with a hammer, or have any deformation of the threads. Drift pins shall be sized to provide a driving, tight fit that maintains structure geometry during erection. Reaming of holes

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to aid in drifting connections will not be permitted. Fitting up bolts shall be placed uniformly to draw the entire splice tight. All fitting up bolts and drift pins shall be properly installed before completing the installation of the remaining high strength bolts. Holes that do not match shall be reamed only with approval from the engineer. Drifting that would distort the metal will not be permitted.

712.7.2 Snug Tightness of Connections. Regardless of the method of final tightening used to install the fasteners, the joint and all fasteners shall first be brought to the snug tight condition. Snug tight will be defined as the tightness where all faying surfaces of the joint are in firm contact as attained by a few impacts of an impact wrench or the full effort of a person using an ordinary spud wrench. Following the initial snug tightening of the fitting up bolts, the remaining holes shall be filled with high strength bolts and tightened to a snug tight condition. Drift pins, all damaged high strength bolts, and all non-high strength fitting-up bolts shall then be replaced with high strength bolts and installed to a snug tight condition. All final bolts completing the connection shall be high-strength and the required nominal diameter. Snug tightening shall progress systematically from the most rigid part of the connection to the free edges. Bolts shall be retightened in a similar manner as necessary until all bolts are simultaneously snug tight, and the section is fully compacted with the bolted parts of the joint in full contact. For type 3 bolts and type 1 bolts that will be field coated, if a connection is not completely tightened within five days of snug tightening, the contractor shall remove five percent or five bolts (whichever is lesser) of a given connection and conduct rotational capacity testing in accordance with Section 1080 to verify nut lubrication. For bolted field splices, the amount of bolts specified for bolt removal shall apply to each element of the splice (top flange, bottom flange, and web). If the rotational capacity test is unacceptable, all bolts shall be removed, inspected, relubricated and may then be reinstalled. Any permanent bolts installed as fitting up bolts that are exposed to any type of precipitation prior to final tensioning shall be removed and relubricated and then may be reinstalled. For galvanized bolts, the above condition shall be met as well as the threads of the bolts and nuts shall be inspected for galling prior to final tensioning. Any bolts or nuts with threads that are galled shall be removed and replaced.

E. TEMPORARY FALSEWORK FOR GIRDER REPAIRS

1.0 Description. This work consists of but is not limited to supporting the ends of existing girder no. 6 at the splice replacement location and as required to maintain traffic in accordance with the roadway traffic control plan and to make the repairs as shown on the bridge plans. Each bidder is expected to carefully examine the structure and site conditions.

2.0 Construction Requirements.

2.1 Falsework. The responsibility for the design and construction of falsework required to support the ends of the girder shall rest solely with the contractor. The design shall insure that the falsework be capable of supporting all applicable dead loads and any construction loads. The design shall also provide an adequate factor of safety when selecting the temporary support members. The falsework design including detailed computations shall be signed, sealed and stamped by a registered professional engineer in the State of Missouri in accordance with Authentication of Certain Documents in Sec 107 and shall be submitted to the engineer to be reviewed prior to commencement of work.

2.2 Supporting the Girder. The contractor shall exercise caution when supporting the ends of existing girder. Before commencing operations, the contractor shall submit to the engineer for review the method and sequence of operation proposed to be used in performing this work.

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The supporting operation shall be done only when authorized, but such authorization shall not relieve the contractor of responsibility for the safety of the operation or for damage to the structure. After the ends of the existing girder are supported and authorization given by the engineer to proceed, the contractor shall be allowed to complete the girder splice replacement as shown on bridge plans.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract lump sum price for "Temporary Falsework".

F. NON-DESTRUCTIVE TESTING

1.0 Description. This work shall consist of performing non-destructive testing on the fillet welds in the area as defined below and any other welds as directed by the engineer. Steel surface preparation for recoating by MoDOT personnel and the straightening of the damaged girder shall be completed before this work is started.

2.0 Construction Requirements.

2.1 After the collision damage repairs to the bridge have been completed, the steel that is to be tested will be inspected by the engineer. In addition to this inspection, the fillet welds for the girder web to bottom flange connection for girder no. 6 from the centerline of the replacement web splice for 10' both directions and the adjacent base metal shall have non-destructive (magnetic particle) testing performed. Also over this 20' length of girder, any appurtenances (stiffener/diaphragm connection plates) welded to girder no. 6 shall be tested. The engineer will also determine if there is a need for any additional testing of the diaphragm welds to the adjacent girder no. 5 in this area. Non-destructive testing shall be done by an acceptable testing agency. The contractor shall provide the engineer with documentation of the testing agency and the qualifications of personnel performing the testing. The documentation and qualifications shall be submitted to the State Bridge Engineer for acceptance. Personnel performing the tests shall be qualified for SNT-TC-1A Level II.

2.2 The length of weld to be tested and the adjacent base metal shall be cleaned of all rust and existing paint by MoDOT personnel prior to the testing.

2.3 If cracks are found, the cracks are expected to be very small and may be located in the weld or the adjacent base metal at the toe of the welds. Any cracks discovered by testing, regardless of length, shall be marked and reported to the engineer. All repairs shall be made by a MoDOT certified welder. Any repair work and retesting of the repair work required, as a result of this inspection, will be completely paid for by the contract lump sum price for "Heat Straightening". This shall not relieve the contractor from responsibility to repair any damage caused by this work at the contractor's expense. Any delay or inconvenience caused by this inspection requirement will be non-compensable and effect on time of performance non-excusable.

2.4 The contractor shall also test the existing web fatigue crack near the web splice replacement that previously had 1/4" diameter arrest holes drilled at the ends of the crack. If the arrest holes have stopped the crack from growing, no further action is required. If the crack has

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grown beyond the arrest holes, the contractor shall drill a bigger hole as directed by the engineer in order to stop the crack from growing.

3.0 Method of Measurement. Measurement of non-destructive testing will be to the nearest linear foot along each weld run. The extent of non-destructive testing may vary from the estimated quantities, but the contract unit price shall prevail regardless of the variation. Final measurements will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

4.0 Basis of Payment. Accepted quantities of non-destructive testing will be paid for at the contract unit price. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract unit price for "Non-Destructive Testing".