

STATE OF MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION

JEFFERSON CITY, MISSOURI

CONSTRUCTING OR IMPROVING
CONTRACT I.D. 161216-C02

THIS JOB SHALL BE CONSTRUCTED UNDER
FEDERAL PROJECT NUMBER(S) : I-435-1(320)

Job J4I3108 Route 435 JACKSON County

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

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

- 9. When submitting a bid, your bid will still come through with "red" folders. You should make sure that it is not the Schedule of Items folder or the Signature and Identity of Bidder folder. Click on the yellow checkmark (Check Bid) at the top and it will list any errors in the bid. To view itemized folders, click the Tree View. This will show the status of the individual folders.

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

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

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

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Bid Bond*

Subcontractor Disclosure Form*

DBE Identification Submittal (Applies to Federal Projects Only) *

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

NOTICE TO CONTRACTORS

Electronic bids submitted through the Bid Express website for the proposed work will be received by the Missouri Highways and Transportation Commission until 11:00 o'clock a.m. (prevailing local time) on 12-16-16.

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

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

****(1): Job J4I3108 Route 435 JACKSON County. Resurface from Route 24 to Route 78 in Kansas City, the total length of improvement being 1.64 miles.

Combination bids will be Not Required on the Jobs listed above.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2016," and "Missouri Standard Plans for Highway Construction, 2016", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. All questions concerning the bid document preparation shall be directed to the Central Office - Design Division at (573) 751-2876.

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

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

(5a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL: Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14. The bidder must select "Yes" for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision. This provision does not apply to Seal Coat.

EXCAVATION PRODUCTION
ASPHALT PAVING PRODUCTION AND HAULING
CONCRETE PAVING PRODUCTION AND HAULING
AGGREGATE BASE HAULING

(5b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX, OR POLYMER MODIFIED EMULSION MEMBRANE PRICE INDEX:

Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index, and/or Polymer Modified Emulsion Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

ASPHALT CEMENT
SEAL COAT
UNDERSEAL
POLYMER MODIFIED EMULSION MEMBRANE

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

declared non-responsive. If a bidder's submitted bids show different values for the maximum monetary value, the lowest value will govern.

MAXIMUM MONETARY VALUE OF AWARDS ACCEPTED THIS BID OPENING

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

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

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

(9a) CERTIFICATIONS FOR FEDERAL JOBS: (Applies to Federal Projects only.) By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec.102.18.3 (regarding anti-collusion), and Sec.102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec.108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(9b) CERTIFICATIONS FOR STATE JOBS: (Applies to State Projects only.) By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.2 (regarding diseligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.5 (regarding Missouri Domestic Products Procurement Act). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

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

By selecting "No" the bidder REFUSES to make one or more certifications for the above items 9a or 9b. The bidder shall provide a statement of explanation for the refusal in the space below or by fax to the Design Division @ Fax no. 573-522-2281.

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

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

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

be required of a Missouri domiciled contractor or bidder on a like contract or bid being let in the domiciliary state of that contractor or bidder.

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

List the state of domicile

List address of all Missouri offices or places of business

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

(12) Signature and Identity of Bidder

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

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

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

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

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

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

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

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

DBE CERTIFICATION

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

(14) Bidder's Certification for DBE Program and Contract Goal (Applies to Federal Projects Only.)

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in the General Provisions. The contract goal for the amount of work to be awarded is 13.00% of the total federal project price. The bidder shall also complete the DBE Identification Submittal form in accordance with the General Provisions. This form is available on MoDOT's Website, www.modot.org under General Information on the Bid Opening Info page of the Contractor Resources site.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows: % OF TOTAL FEDERAL CONTRACT

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

The DBE Identification Submittal form will be submitted via

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

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

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-C02
Letting Date: 12-16-16
Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 Roadway Items - J4I3108				
Alt Group				
0010	2022010 REMOVAL OF IMPROVEMENTS	LUMP	LUMP	
0020	2153000 SHAPING SLOPES, CLASS III	14.000 100F		
0030	4011211 BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-2)	2,629.000 TONS		
0040	4030132 ASPHALTIC CONCRETE MIXTURE PG 76-22 (SP125BSM MIX)	14,418.000 TONS		
0050	4071005 TACK COAT	18,520.000 GAL		
0060	6123000A TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	4.000 EA		
0070	6131010 FURNISHING AND PLACING CONCRETE MATERIAL FOR FULL DEPTH PAVEMENT REPAIR	768.000 SQYD		

State of MISSOURI
 Dept of Transportation
 Schedule of Items

Contract ID: 161216-C02

Letting Date: 12-16-16

Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0080	6131012 SUBGRADE COMPACTION (6 IN. DEPTH) (PAVEMENT REPAIR)	76.000 SQYD				
0090	6131013 TYPE 1 OR 5 AGGREGATE FOR BASE (4 IN. THICK) (PAVEMENT REPAIR)	77.000 SQYD				
0100	6131014 FULL DEPTH PAVEMENT REPAIR SAW CUT (FOR PERIMETER AND INTERNAL SAW CUTS)	3,456.000 LF				
0110	6131015 DOWEL BAR (DRILLING, FURNISHING AND INSTALLATION) FOR FULL DEPTH PAVEMENT REPAIR	1,920.000 EA				
0120	6133018 FURNISHING AND PLACING BITUMINOUS MATERIAL FOR CLASS B PARTIAL DEPTH PAVEMENT REPAIR	128.000 TONS				
0130	6133019 REMOVAL FOR CLASS B PARTIAL DEPTH PAVEMENT REPAIR	765.000 SQYD				

State of MISSOURI
 Dept of Transportation
 Schedule of Items

Contract ID: 161216-C02

Letting Date: 12-16-16

Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0140	6161005 CONSTRUCTION SIGNS	1,277.000 SQFT				
0150	6161009 FLAG ASSEMBLY	EA 16.000				
0160	6161025 CHANNELIZER (TRIM LINE)	EA 500.000				
0170	6161033 DIRECTIONAL INDICATOR BARRICADE	EA 28.000				
0180	6161040 FLASHING ARROW PANEL	EA 6.000				
0190	6161055 SEQUENTIAL FLASHING WARNING LIGHT	EA 56.000				
0200	6161098A CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EA 4.000				

State of MISSOURI
 Dept of Transportation
 Schedule of Items

Contract ID: 161216-C02
 Letting Date: 12-16-16
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0210	6181000 MOBILIZATION	LUMP	LUMP			
0220	6205105 TYPE 2 PREFORMED MARKING TAPE (GROOVED), 6 IN., WHITE	1,853.000 LF				
0230	6205120 TYPE 2 PREFORMED MARKING TAPE (GROOVED), 24 IN., WHITE	81.000 LF				
0240	6205130 TYPE 2 PREFORMED MARKING TAPE (GROOVED), LEFT/RIGHT ARROW	26.000 EA				
0250	6205902A 6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	45,482.000 LF				
0260	6205903A 6 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	33,207.000 LF				

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-C02
Letting Date: 12-16-16
Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount		
			Dollars	Cts	Dollars	Ct	
0270	6205906A 12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	4,337.000 LF					
0280	6221001 COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	152,849.000 SQYD					
0290	6261000A BITUMINOUS SHOULDER RUMBLE STRIP	371.000 STA					
	Section 0001 Total					0.00	
Section 0002 Guardrail / Guard Cable Items - J4I3108							
Alt Group							
0300	6061060 MGS GUARDRAIL	3,735.000 LF					
0310	6061061 MGS GUARDRAIL, 8 FT. POSTS, 6 FT. - 3 IN. SPACING	6,970.000 LF					
0320	6061063 MGS GUARDRAIL, 6 FT. POSTS, 3 FT. - 1.5 IN. SPACING	125.000 LF					

State of MISSOURI
 Dept of Transportation
 Schedule of Items

Contract ID: 161216-C02
 Letting Date: 12-16-16
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0330	6061065 MGS GUARDRAIL, 6 FT. POSTS, 1 FT. - 6.75 IN. SPACING	275.000 LF				
0340	6061068 MGS BRIDGE APPROACH TRANSITION SECTION (MAJOR ROUTE)	15.000 EA				
0350	6061074 MGS HEIGHT AND BLOCK TRANSITION	6.000 EA				
0360	6061080 MGS END ANCHOR	13.000 EA				
0370	6063014 TYPE A CRASHWORTHY END TERMINAL (MASH)	19.000 EA				
	Section 0002 Total					0.00
	Bid Total					0.00

Contract Id: 161216-C02
Vendor Name:

Vendor Number:

SUBCONTRACTOR DISCLOSURE

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

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

SUBCONTRACTOR NAME	DOLLAR VALUE OF SUBCONTRACT	CATEGORY OF WORK
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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we as principal and 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 0.00 Dollars to be paid to the 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 commission on

route(s)
in County(ies)
project(s)

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the 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 commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the 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.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

This Bid contains 0 amendment files



Job No: J413108

Route: I-435

County: Jackson

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

- A. General
- B. Contract Liquidated Damages
- C. Work Zone Traffic Management Plan
- D. Coldmilling Requirements
- E. Project Contact for Contractor/Bidder Questions
- F. Supplemental Revisions
- G. Emergency Provisions and Incident Management
- H. Pavement Marking Log
- I. Contractor Retained Guardrail
- J. Contractor Quality Control with Daily Reporting
- K. Utilities
- L. Sequential Flashing Warning Lights
- M. DBE Program Requirements
- N. E-Construction
- O. Stormwater Compliance Requirements
- P. Seeding, Mulching, and Fertilizing
- Q. MoDOT's Construction Workforce Program

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: J413108 JACKSON COUNTY, MO DATE PREPARED: 10/17/2016</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: ALL</p>	

JOB
SPECIAL PROVISIONS

A. GENERAL - FEDERAL JSP-09-02B

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to October 2016 Missouri Standard Plans
For Highway Construction

These supplemental bidding documents contain all current revisions to the published versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. CONTRACT LIQUIDATED DAMAGES JSP-13-01B

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

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

Notice to Proceed: April 3, 2017
Completion Date: October 27, 2017

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

Job Number	Calendar Days	Daily Road User Cost
J13108	109	\$11,400

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,000** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

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

C. WORK ZONE TRAFFIC MANAGEMENT PLAN (WZTMP) JSP-02-06D

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

1.1 Work Zone Specialist (WZS). The Traffic Management Plan shall name an individual, either employed by the contractor or hired by the contractor, to act as the Work Zone Specialist (WZS) throughout the entirety of the project. Any change in personnel for the WZS shall be submitted in written form to the engineer. This individual will be a trained Work Zone Specialist in accordance with Standard Specifications Section 616.3.3 and will be directly involved with daily traffic management and traffic management planning. It will be the responsibility of the WZS to coordinate daily traffic management with the engineer. The WZS shall maintain daily contact with the engineer either on-site or via telecommunication.

1.2 Maintaining Work Zones and Work Zone Reviews. The WZS shall maintain work zones on a daily basis to ensure safety to the traveling public and the workers; this includes long term work zones that have devices and/or roadway conditions that need to be maintained. If the engineer or a designated MoDOT employee (identified at the preconstruction meeting) notifies the WZS of any safety or traffic delay concerns in the work zone, the WZS shall promptly inspect and work to provide a solution to correct the situation. The WZS shall have personnel reviewing traffic control devices daily and any temporary lane drop traffic control devices for initial set up and during the operation. Missing, damaged or over-turned traffic control devices shall typically be corrected without the need for direction by the engineer. The WZS is responsible to assure all traffic control devices are maintained in accordance with EPG standards. The WZS is responsible to ensure the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. The WZS and engineer shall submit one

joint weekly technical review of work zone operations identifying any concerns present and the corrective actions taken. Reviews may be subjected to unannounced inspections by the engineer to corroborate the validity of the ratings. The engineer and WZS will be notified of the results.

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

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

2.2 The contractor shall request permission at least two working days prior to lane closures or shifting traffic onto detours, and 14 calendar days prior to the imposition of height, width or weight restrictions. This is to ensure closures do not conflict with other work within the zone of influence and the work zone information on the MoDOT's website can remain real-time.

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

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

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. The contractor may refer to the Work Zone Analysis Spreadsheet found in the electronic deliverables under the MoDOT Online Plans Room for detailed information on traffic delays.

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas
New Year's Day

3.2 The contractor shall not perform any construction operation on the roadway, (including the hauling of material within the project limits), during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:30 p.m. to 5:00 a.m. for this project.

3.4 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,000.00 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

3.4.1 The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

4.0 Detours and Lane Closures.

4.1 The contractor shall provide changeable message signs (CMS) notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to

lane closures. The CMS shall be installed at a location as approved or directed by the engineer. The CMS shall be capable of communication with the Transportation Management Center (TMC), if applicable, prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. Permanent dynamic message signs (DMS) owned and operated by MoDOT may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

4.2 At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

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

D. COLDMILLING REQUIREMENTS JSP-04-16

1.0 Description. The contractor will only be allowed to coldmill an area in which the first lift of bituminous material can be constructed in the same day's operation.

1.1 Coldmilled areas that are exempt from the above requirement include typical transverse joint transitions for project beginning, end, ramp or bridge transitions and butt joints for overlays at entrances and approaches.

1.2 All exempt coldmilled areas shall have a temporary header installed and maintained until the first lift of bituminous material can be constructed.

2.0 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 provision.

E. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Mark Fisher, Project Contact
Kansas City District
600 NE Colbern Rd
Lee's Summit, MO 64086

Telephone Number: 816-607-2271
Telefax Number: 816-387-2770
Email mark.fisher@modot.mo.gov

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

F. SUPPLEMENTAL REVISIONS JSP-09-01U

Insert Sec 109.15, Sec 109.16 and Sec 109.17, subsequent section renumbered accordingly:

109.15 Seal Coat Price Index. Adjustments will be made to the payments due the contractor for Seal Coat placed in accordance with Sec 409 of the Standard Specifications. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

109.15.1 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = B \times (0.68 \times 8.58/2000) \times (D - E)$$

Where: A = adjustment for Seal Coat placed during the index period
B = gallons of seal coat placed during the index period
D = average index price at the beginning of the period
E = average index price at the time of bid
0.68 = factor to reduce volume of emulsion to AC only
(use average specific gravity of 1.03 for seal coat)

109.15.2 Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Asphalt Cement Price Index. Acceptance of this provision will apply to both the Asphalt Cement Price Index and Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index or Seal Coat Price Index.

109.16 Asphalt Underseal Price Index. Adjustments will be made to the payments due the contractor for Asphalt underseal placed in accordance with Sec 625 of the Standard Specifications. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

109.16.1 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = B \times (8.66/2000) \times (D - E)$$

Where: A = adjustment for asphalt underseal placed during the index period
B = gallons of asphalt underseal placed during the index period
D = average index price at the beginning of the period
E = average index price at the time of bid
(use average specific gravity of 1.04 for underseal)

109.16.2 Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Seal Coat Price Index.

109.17 Polymer Modified Emulsion Membrane Price Index. Adjustments will be made to the payments due the contractor for Polymer Modified Emulsion Membrane placed in accordance with Sec 413.30. Adjustment will be calculated in accordance with the Supplemental Asphalt Price Adjustment except as defined herein.

109.17.1 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A=B \times (0.9/2000) \times (D - E)$$

Where: A = adjustment for membrane placed during the index period
B = square yards of membrane placed during the index period
D = average index price at the beginning of the period
E = average index price at time of bid

109.17.2 Optional. This provision is optional. If the bidder wishes to be bound by the provision, the bidder shall execute the acceptance form in the Bid for Polymer Modified Emulsion Membrane Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election not to participate in the Polymer Modified Emulsion Membrane Price Index.

Delete Sec 403.2.5.2 and substitute the following:

403.2.5.2 Fibers. A fiber additive shall be used as a stabilizer in SMA Mixtures. Fibers shall be uniformly distributed by the end of the plant mixing process. The dosage rate for fibers shall be no less than 0.3 percent by weight of the total mixture for cellulose and no less than 0.4 percent by weight for mineral fibers.

Delete Sec 407 in its entirety and substitute the following:

407.1 Description. This work shall consist of preparing and treating an existing bituminous or concrete surface with bituminous material, in accordance with these specifications.

407.2 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Emulsified Asphalt or PG Liquid Asphalt	1015

407.3 Equipment. The contractor shall provide a system for heating and applying the bituminous material. The system shall be designed, equipped, maintained and operated such that emulsified asphalt or liquid asphalt, at even heat, may be applied uniformly on variable widths of surface up to 15 feet with uniform pressure and an allowable variation from any specified rate of ± 0.01 gallon per square yard. The system shall include a calibrated tank and a thermometer for measuring temperature of tank contents. The system shall be equipped with instrumentation that continuously verifies application rates. The calibration of the system shall be approved by the engineer prior to use, and the contractor shall furnish all equipment, material and assistance if calibration is required.

407.4 Construction Requirements.

407.4.1 Preparation of Surface. The existing surface shall be free of all dust, loose material, grease or other foreign material at the time the tack is applied. Any excess bituminous surface mixture or bituminous joint material will be removed by MoDOT without cost to the contractor before the tack is applied.

407.4.2 Application. Asphalt emulsion or PG liquid asphalt shall be applied uniformly with a pressure distributor at the minimum rates indicated in the following table. No dilution of the emulsified asphalt material shall be allowed. The tack coat material shall be heated at the time of application to a temperature in accordance with Sec 1015. The tack coat shall be properly cured and the tacked surface shall be clean of all dirt before the next course is placed.

Tack Coat Application Rates	
Surface Type	Minimum Application Rate (Gal. per sq. yd.)
New Asphalt Pavement	0.05
Existing Asphalt or Concrete Pavement	0.08

407.4.3 Tack. The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without tracking of asphalt emulsion. All exposed tack coat shall be covered with bituminous mixture prior to opening to traffic.

407.5 Method of Measurement. Measurement of asphalt emulsion to the nearest 10 gallons will be made in accordance with Sec 1015.

407.6 Basis of Payment. The accepted quantity of tack coat will be paid for at the contract unit price.

Amend Sec 620.10.3.1.1.1, and 620.10.3.1.1.2 to include the following:

620.10.3.1.1.1 Type 1 Preformed Marking Tape in Lieu of Type 2. Type 1 Preformed Pavement Marking Tape will be allowed in lieu of Type 2 Preformed Marking Tape (Grooved) at no additional cost to the Commission. This work shall be in accordance with Sec 620 and accompanying provisions except as modified herein.

620.10.3.1.1.2 Construction Requirements. Grooving will not be required when Type 1 Preformed Marking Tape is used.

Delete Sec 606.30.4 & 606.30.5 and substitute the following:

606.30.4 Method of Measurement. Measurement for crashworthy end terminals will be made for each unit assembled, installed and complete in place. Grading for crashworthy end terminals will be measured in accordance with [Sec 203](#) when roadway and drainage excavation is included in the contract, otherwise grading will be measured in accordance with Shaping Slopes, Class III or as directed on plans.

606.30.5 Basis of Payment. The accepted quantities of Type A, B C, D and E crashworthy end terminals, complete in place, will be paid for at the contract unit price. Payment will be considered full compensation for complete installation including any backup assemblies or other items necessary for proper installation of the end terminal or crash cushion as required. Grading for end terminals will be paid for at the contract unit price for roadway and drainage excavation if included

in the contract; otherwise it will be paid for as Shaping Slopes, Class III. If the contractor elects to use a flared Type A crashworthy end terminal, additional embankment as shown on the plans shall be provided at the contractor's expense.

Insert Sec 620.80 by to including the following:

SECTION 620.80 CONTRAST PAVEMENT MARKINGS

620.80.1 Description. This work shall consist of furnishing and installing black contrasting pavement marking for intermittent markings (skips), dotted lines and solid intersection lane lines on new, and newly ground concrete surfaces. This work shall be in accordance with Sec 620 and accompanying provisions except as modified herein

620.80.2 Material. The black contrast marking shall be compatible with the white pavement marking material specified in the plans.

620.80.3 Construction Requirements.

620.80.3.1 The Contrast markings shall be accomplished by placing the black pavement marking according to manufacturer's recommendations.

620.80.3.2 The white marking shall be centered within the black marking such that there will be a 1.5 inch border of black on both sides of the white marking. Tolerances for the width and length of the black and white markings shall be in accordance with Sec 620.2.4.2.

620.80.4 Basis of Payment. There will be no direct payment for compliance with the requirements of this provision.

Delete Sec 1048.10.1.1 and substitute the following:

1048.10.1.1 Application. Application shall be in accordance with the manufacturer's recommendations.

G. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

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

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

Missouri Highway Patrol (816-622-0800)	
Jackson County Sheriff	816-524-4302
City of Kansas City	Fire: 816-513-0911
City of Kansas City	Police: 816-234-5000

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.

H. PAVEMENT MARKING LOG

1.0 Description. The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

2.0 Basis of Payment. No direct payment will be made for logging of existing pavement marking.

I. CONTRACTOR RETAINED GUARDRAIL JSP-04-11

1.0 Description. All guardrail removed from this project shall become the property of the Contractor and shall be disposed of in accordance with Sec 202.

2.0 Basis of Payment. All costs incurred for complying with this provision shall be considered completely covered by the contract unit price for Item No. 202-20.10, Removal of Improvements.

J. CONTRACTOR QUALITY CONTROL WITH DAILY REPORTING

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

2.0 Quality Control Plan.

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

- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

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

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

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

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

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

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

4.0 Work Planning and Scheduling.

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

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review

construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

K. UTILITIES JSP-93-26E

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
CenturyLink Brian Cornish 600 New Century Parkway 4 th Floor New Century, KS 66031 Phone: (913) 390-2746 Phone: (913) 484-4526 (cell) Email: brian.cornish@centurylink.com	None	Communications

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

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in [Sec 105.7.6](#). The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

L. SEQUENTIAL FLASHING WARNING LIGHTS

1.0 Description. This specification covers the furnishing, installation and maintenance of Sequential Flashing Warning Lights for use on trim-line channelizer devices within the work zone taper.

2.0 Material.

2.1 Warning lights shall be in accordance with the MUTCD and ITE's 'Purchase Specification for Flashing and Steady-burn Warning Lights' and shall be considered a lightweight light per FHWA letter WZ-54. Warning lights shall consist of a single unit (head and housing), employ LED technology, and be equipped with tamper-proof mounting hardware.

2.2 Sequential Flashing Warning Lights (SFWL) shall have an On/Off switch. SFWL shall be capable of communicating through wireless technology. SFWL shall be able to be placed in any order and provide sequential lighting through the taper. If individual SFWL are not operating, the remaining SFWL shall be capable of providing sequential lighting through the taper.

2.3 Certification and Acceptance. The manufacturer shall provide written certification the SFWL provided comply with the requirements of this specification. Acceptance of SFWL will be by certification and any tests deemed necessary by the department for compliance with this specification.

3.0 Construction Requirements. This work shall be in accordance with Sec 616 and standard plan 616.10, and shall include all maintenance, including repair or replacement of non-functioning units.

4.0 Method of Measurement. Final measurement will not be made, except for authorized changes during construction or where appreciable errors are found in the contract quantity. Where required, measurement of SFWL will be made per each. The revision or correction will be computed and added to or deducted from the contract quantity. Replacement units shall not be counted in the final measurement.

5.0 Basis of Payment. The accepted quantity of SFWL will be paid for at the contract unit price for Sequential Flashing Warning Lights, Item No. 616-10.55, per each.

M. DBE PROGRAM REQUIREMENTS NJSP-15-41A

1.0 Description: Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to Missouri Standard Specifications for Highway Construction.

13.6 Factors Used to Determine if a DBE Regular Dealer of Liquid Asphalt is Performing a CUF. The DBE must be responsible with respect to materials and supplies used on a contract perform all of the following, pursuant to 49 CFR § 26.55(c)(1) and 7 CSR 10-8.131:

- (a) Negotiating price.
- (b) Determining quality and quantity.
- (c) Ordering the material.
- (d) Paying for the material itself.
- (e) 30% of the work must be performed by the DBE's permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE's owned (not leased) equipment shall be used and the DBE must provide documentation that this owned equipment was used on the project as required by this provision.
- (f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.
- (g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route.

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number,

or lift number, along with project specific information which shall include contract number, job number, county and route.

The documentation must be submitted and generated by the DBE Subcontractor and be printed on letterhead or other similar documentation outlining the contact information for the DBE Subcontractor. In addition the documentation shall indicate the quantity and amount invoiced to the prime contractor (Such as an invoice). **“MoDOT’s DBE Contractor/Subcontractor Project Trucker and Equipment List”** (Form 1) will be provided by MoDOT and shall be completed and submitted to MoDOT by the DBE Subcontractor or Liquid Asphalt Supplier before Asphalt Operations begin. The DBE Subcontractor shall report all trucks and tankers they currently own and all full time drivers that they employ, including all of the drivers numbers for each terminal the drivers pick up from. In addition the DBE Subcontractor shall include a list of “long term” leased equipment, along with drivers and drivers’ numbers to the DBE Subcontractor Project Trucker and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

(h) DBE Trucking/Hauling regulations do not apply to regular dealers of liquid asphalt.

13.7 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.

(a) “If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation.” 49 CFR § 26.55(c)(2)

(b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.

(c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.

(d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

13.8 This form will be completed by the inspector from the project office during the time of the project. MoDOT will use the *MoDOT DBE Job-Site Review CUF Determination Form* to verify CUF was performed on the project, a copy of which is available on the MoDOT Contractor Resource website.

N. E-CONSTRUCTION NJSP-15-36

1.0 Description. e-Construction is a paperless construction administration delivery process that includes electronic submission of construction documents, approval of documents with digital signatures, and communication between stakeholders by mobile devices. e-Construction saves both time and money for all stakeholders involved, simplifies document storage, and eliminates waste of paper and other resources. This provision does not apply to the contract or other contract execution documents.

2.0 Document Submittals.

2.1 The contractor shall submit all required documents to MoDOT electronically, except as described in section 2.2 of this provision. Documents to be submitted electronically include, but are not limited to, Change Orders, Request to Subcontract Work (C-220), Project Payrolls, Progress Schedules, Value Engineering proposals, Safety Plans, Quality Plans, Pre-Construction conference submittals, etc. All documents shall be submitted in standard pdf format, except when otherwise directed by the engineer.

2.2 The Affidavit for Compliance with the Prevailing Wage Law and the Contractor's Affidavit Regarding Settlement of Claims (Form C-242) require a notarization and therefore, by law, must be submitted on paper.

2.3 The engineer will submit project documents to the contractor via email or through other secure file sharing sites, except that the Contractor Performance Questionnaire will be submitted by certified mail.

2.4 Documents that require multiple signatures, such as change orders, must include all required signatures on the original electronic document, without scanning.

2.5 Project Payrolls from subcontractors shall be digitally signed by the subcontractor. Payrolls shall be submitted as separate files per contractor per pay period.

3.0 Digital Signature.

3.1 All electronic documents that require signature, such as those listed in section 2.1, must be signed electronically. Scanning an ink-signed document is not considered a valid digital signature.

3.2 All users who are authorized to sign documents for the contractor shall submit their Digital Signature Certificate (Public Key .fdf file) to the Division of Construction prior to signing any documents. This file is used to validate the user's signature on documents. An authorization letter is also required for each person authorized to sign documents. A Digital Signature for Contractors Quick Reference Guide (QRG) is available on MoDOT's Engineering Policy Guide at <http://epg.modot.mo.gov/> (click on QRG in the left hand column).

4.0 Communication. The contractor shall be able to communicate and exchange information with MoDOT staff by email and mobile phone.

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

O. STORMWATER COMPLIANCE REQUIREMENTS NJSP-15-38

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

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

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

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

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

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

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

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

3.1 Duties of the WPCM:

- (a) Be familiar with Stormwater Requirements including the National Pollutant Discharge Elimination System (NPDES), the current MoDOT State Operating Permit for construction stormwater discharges/ land disturbance activities, the Project-specific Stormwater Pollution Prevention Plan (Project SWPPP), the Corps of Engineers Section 404 Permit, when applicable, the Consent Decree, and this provision. The Project SWPPP includes: a

title page with project-specific information, the general SWPPP posted on the MoDOT land disturbance website, the Project Erosion & Sediment Control Plan, all applicable special provisions, and all applicable specifications and standard drawings;

- (b) Complete the stormwater training set forth in Section 2.0;
- (c) Attend the Pre-Activity for Grading/ Land Disturbance Meeting or, if hired after the meeting has occurred, be familiar with the conference decisions;
- (d) Review and sign the Project-specific SWPPP and all updates thereto within time periods set out in the Consent Decree;
- (e) Visit and review the project site for compliance with Stormwater Requirements at least once per week from the start of any grading operations until final stabilization is achieved and permit is closed;
- (f) Be authorized by the Contractor to supervise all work performed by the Contractor and subcontractors that involves compliance with Stormwater Requirements, including the authority to order work be stopped on a Project, implement MoDOT-directed changes in work related to Stormwater Requirements, and order the taking of, measures to cease, correct, prevent, or minimize the consequences of non-compliance with Stormwater Requirements;
- (g) Review and certify electronically each MoDOT inspection report for the Project within three (3) days of receiving each report to ensure it conforms with report requirements in the National Pollution Discharge Elimination System Stormwater (NPDES SW) Permit, Project SWPPP and the Consent Decree and ensure that all Stormwater Deficiencies noted on the report are corrected within the time required;
- (h) Recommend in writing within three (3) days of discovering any changes in site conditions and Best Management Practices (BMPs) that require an update to the Project-specific SWPPP; and
- (i) Be the point of contact relating to Stormwater Requirements and the Consent Decree between the Contractor, Subcontractors and MoDOT.

4.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. At each Project, a Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance and shall include a physical visit and review of the project site. Discussion items at the pre-activity meeting shall include a review of the project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

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

4.2 Following the pre-activity meeting for Grading/land disturbance, and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an

on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

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

- (a) Consulting with the engineer on recommended design revisions to the Project SWPPP to accommodate the Contractor's staging plan, implementation, managing, and maintaining BMPs or other control measures to prevent or minimize sediment and other pollutants in stormwater runoff in accordance with contract specifications or any relevant manufacturer specifications and good engineering practices, including but not limited to the manuals (*Note: two manuals cited in the MoDOT permit are "Developing your stormwater pollution prevention plan: A guide for construction activities" and "Protecting Water Quality: A Field Guide to erosion, sediment and stormwater best management practices for development sites in Missouri"*) and any other applicable standards for sedimentation basins, stabilization, rock dams, brush checks, construction entrances, and other BMPs;
- (b) Installing all BMPs at the locations and relative times specified in the Project SWPPP; and
- (c) Complying with the Missouri Water Quality Standards and with effluent limitations in Section E.1 of the NPDES SW Permit. Measurement of effluent is not required except as specified in E.2.

5.1 Stormwater Deficiency Corrections. Per terms of the Consent Decree, Stormwater Deficiencies identified on the MoDOT Land Disturbance Inspection Report shall be corrected within 7 days of the inspection date to avoid stipulated penalties, except that more time might be granted by the engineer when weather or field conditions prohibit the corrective work. If the Contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

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

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

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

Violation	Stipulated Penalty Amount
Failure to Designate or Maintain WPCM at each Project in Accordance with Section 3.0.	\$750 for the initial violation (each person not designated) and then \$750 for each fourteen (14) day period that person is not designated.
Failure to complete MoDOT Stormwater Training by an Individual Required to be Trained in Accordance with Section 2.0, such as the WPCM or Project Manager.	\$750 per person for each missed training. This \$750.00 per person violation shall continue to accrue for each fourteen (14) day period that the person fails to timely receive the applicable training
Failure of WPCM to Review and Certify an Inspection Report in Accordance with Inspection Protocol as set forth in Section 6.	\$250 per inspection report not reviewed or signed.
Failure to Comply with Any NPDES SW Permit or SWPPP Requirement.	\$1000 per violation for the first ten (10) days of the violation; \$2500 per violation for days 11-20; \$3500 per violation for days 21 and beyond.
Failure to Correct a Stormwater Deficiency Identified in a MoDOT Inspection Report, or Otherwise Discovered by the WPCM, within the Time Required by the NPDES SW Permit or SWPPP.	\$1000 per deficiency for the first ten (10) days after correction was required; \$2500 per deficiency for days 11-20 after correction was required; \$3500 per deficiency for days 21 and beyond after correction was required.

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

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

8.1 Until three (3) years after the termination of the Consent Decree, Contractors and the agents of the Contractors shall preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its Contractors’ or agents’ possession or control, or that come into the Contractor’s or agent’s possession or control, and that relate to MoDOT’s performance of its obligations under the Consent Decree or to the Contractor’s performance of its obligations under the Consent Decree.

This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

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

P. SEEDING, MULCHING, AND FERTILIZING

1.0 Description. The contractor shall seed, mulch, and fertilize all areas disturbed during construction operations in accordance with Division 800 or as directed by the engineer.

2.0 The contractor shall use the seeding and fertilizing mixtures and rates shown below for all disturbed areas.

2.1 Seeding. In accordance with Section 805, the following seed mixtures shall be applied at the rate specified:

<u>Seeding Mixture</u>	<u>Rate (lbs. per acre)</u>
Tall Fescue	80
Annual Ryegrass	10
Perennial Ryegrass	5
White Clover	5
Oats	10
Total	110 lbs. per acre

2.2 Fertilizing. In accordance with Section 801, the following fertilizing agents shall be applied at the rate specified:

<u>Item</u>	<u>Lbs. per Acre</u>
Nitrogen (N)	40
Phosphorus (P ₂ O ₅)	40
Potash (K ₂ O)	40
Lime	0

3.0 Mulch. In accordance with Section 802 mulch overspray shall be used.

4.0 Basis of Payment. Seed mix is provided for use with Class III Shaping Slopes. No direct payment for seeding will be made.

Q. MODOT'S CONSTRUCTION WORKFORCE PROGRAM NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal

contract workforce goals are described in the section labeled “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity”. These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT’s Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract’s federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project’s county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor’s existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor’s Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor’s plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the

contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3

Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
 CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).