STATE OF MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION

JEFFERSON CITY, MISSOURI

CONSTRUCTING OR IMPROVING
CONTRACT I.D. 161216-D03

THIS JOB SHALL BE CONSTRUCTED UNDER
FEDERAL PROJECT NUMBER(S): FAS-S400(97)

J5S3147 - ROUTE A - CAMDEN COUNTY

Contract Id: 161216-D03

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.

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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.

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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)

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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.

Contract Id: 161216-D03

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 J5S3147 Route A CAMDEN County. Bridge Rehabilittion Bridges A2095 over Dry Auglaize Creek and A2097 over Conns Creek on Route A, the total length of improvement being 0.1506 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.

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(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 MODIFID 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 MODIFID 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

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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

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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.

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(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 11.00% 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-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
Section 0001	Roadway Items- J5S3147					
	Alt Group					
0010	2022010 REMOVAL OF IMPROVEMENTS	LUMP	LUMP			
0020	2153000 SHAPING SLOPES, CLASS III	7.000 100F				
0030	3040143 TYPE 1 AGGREGATE FOR BASE (4 IN. THICK)	533.000 SQYD				
0040	4019905 MISC. OPTIONAL PAVEMENT - 10" ASPHALT VS 8" JPCP	533.300 SQYD				
0050	6113020 FURNISHING TYPE 2 ROCK BLANKET	92.000 CUYD				
0060	6113040 PLACING TYPE 2 ROCK BLANKET	92.000 CUYD				
0070	6161005 CONSTRUCTION SIGNS	1,837.000 SQFT				

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0080	6161008 ADVANCED WARNING RAIL SYSTEM	4.000 EA				
0090	6161009 FLAG ASSEMBLY	4.000 EA				
0100	6161031 TYPE III MOVEABLE BARRICADE WITH LIGHT	12.000 EA				
0110	6161099 CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	6.000 EA				
0120	6181000 MOBILIZATION	LUMP	LUMP			
0130	6206000C 4 IN. WHITE WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	1,291.000 LF				

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0140	6206001C 4 IN. YELLOW WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	713.000 LF				
0150	6274000 CONTRACTOR FURNISHED SURVEYING AND STAKING	LUMP	LUMP			
0160	8051000A SEEDING - COOL SEASON MIXTURES	0.400 ACRE				
0170	8061005 ROCK DITCH CHECK	240.000 LF				
0180	8061016 SEDIMENT REMOVAL	32.000 CUYD				
0190	8061017 TEMPORARY SEEDING AND MULCHING	0.100 ACRE				
0200	8061019 SILT FENCE	800.000 LF				

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0210	8061050 TYPE C BERM	220.000 LF				
	Section 0001 Total				0.00	

Section 0002 Guardrail / Guard Cable Items - J5S3147

Alt Group

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0220	6061061 MGS GUARDRAIL, 8 FT. POSTS, 6 FT. - 3 IN. SPACING	125.000 LF				
0230	6061069 MGS BRIDGE APPROACH TRANSITION SECTION (MINOR ROUTE)	8.000 EA				
0240	6061080 MGS END ANCHOR	1.000 EA				
0250	6063014 TYPE A CRASHWORTHY END TERMINAL (MASH)	7.000 EA				
	Section 0002 Total				0.00	

Section 0003 Signing Items - J5S3147

Alt Group

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0260	9031010 CONCRETE FOOTINGS, EMBEDDED	0.200 CUYD				
0270	9031280 2.5 IN. PSST POST - 12 GA.	24.000 LF				
0280	9031281 POST ANCHOR FOR 2.5 IN. PSST - 7 GA.	6.000 LF				
	Section 0003 Total				0.00	

Section 0004 Bridge Items - A18651 - J5S3147

Alt Group

0290	2162500 REMOVAL OF EXISTING BRIDGE DECKS	9,189.000 SQFT				
0300	7034212 SLAB ON STEEL	1,018.000 SQYD				
0310	7034215 SAFETY BARRIER CURB	638.000 LF				
0320	7039902 MISC. REINFORCED CONCRETE PILE ENCASEMENT	2.000 EA				

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0330	7123610 SLAB DRAIN	62.000 EA				
0340	7151001 VERTICAL DRAIN AT END BENTS	2.000 EA				
	Section 0004 Total				0.00	

Section 0005 Bridge Items - A20971 - J5S3147

Alt Group

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
0350	2162500 REMOVAL OF EXISTING BRIDGE DECKS	3,607.000 SQFT				
0360	7034212 SLAB ON STEEL	400.000 SQYD				
0370	7034215 SAFETY BARRIER CURB	250.000 LF				
0380	7126000 NON-DESTRUCTIVE TESTING	38.000 LF				
	Section 0005 Total				0.00	

State of MISSOURI
Dept of Transportation
Schedule of Items

Contract ID: 161216-D03
Letting Date: 12-16-16
Project(s):

Bidder: . -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars	Unit Price Cts	Bid Amount Dollars	Bid Amount Ct
	Bid Total					0.00

Contract Id: 161216-D03 Vendor Number:.
Vendor Name:

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

Contract Id: 161216-D03

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.

Contract Id: 161216-D03

This Bid contains 0 amendment files

Job No. J5S3147
Route A
Camden County

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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C. Liquidated Damages Specified
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F. Project Contact for Contractor/Bidder Questions
G. Emergency Provisions and Incident Management
H. Contractor Quality Control
I. Restrictions For Migratory Birds
J. Utilities
K. Recycled Concrete Material
L. Airport Requirements
M. Optional Pavement
N. Disposition of Existing Signs
O. E-Construction
P. Fertilizing, Seeding, and Mulching
Q. Stormwater Compliance Requirements
R. DBE Program Requirements

ADDITIONAL INFORMATION

Asbestos/ Heavy Metals Survey Reports

STATE OF MISSOURI ROBERT B. GREEN NUMBER PE–25339 PROFESSIONAL ENGINEER THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J5S3147 CAMDEN COUNTY, MO DATE PREPARED: 10/27/2016
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

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: February 6, 2017
Completion Date: September 30, 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
J5S3147	N/A	$1,800

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

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

C. LIQUIDATED DAMAGES SPECIFIED

1.0 Description. This projects consists of two bridge re-decks, if both bridges are not complete and open to traffic by **August 16, 2017**, 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 delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **$1,800** per day for each full day that the bridge re-deck is not complete and 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 excess closure time.

2.1 Calendar Days for Road Closure. The count of calendar days for road closure will begin on the date the contractor closes the road. The contractor shall reopen the road, or portion of the road, to traffic within the specified calendar days, failure to do so will result in the contractor being charged liquidated damages as described in sections 1.0.

Bridge No.	Maximum Calendar Days
A2095	50
A2097	30

2.2 Closure Date for Road Closure. The closure of the road for bridge A2095 shall not occur prior to May 22, 2017. The closure of the road for bridge A2097 shall not occur prior to June 19, 2017. Both bridges may be closed during the period between June 19, 2017 and August 16, 2017.

2.3 Definition of Road Open to Traffic. The road shall be considered open when both the road and bridge are open to public vehicular traffic, which cannot take place until the road surface is completed and all guardrail and temporary pavement markers are in place and approved by the engineer.

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

D. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

2.0 Traffic Management 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, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer one week prior to lane closures, road closures, or reopening the roadway to traffic.

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

3.0 Detours and Lane Closures.

3.1 The contractor shall not close the road for the bridge work prior to May 22, 2017. Prior to closure all detour route traffic control must be in place and approved by the engineer.

3.2 The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before prior to the roadway being closed. The changeable message signs shall be installed at a location as approved by the engineer.

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

E. 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.

F. PROJECT CONTACT FOR CONTRACTOR/ BIDDER QUESTIONS

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

Bruce Green, Project Contact
MoDOT- Central District
1511 Missouri Blvd., P.O. Box 718
Jefferson City, MO 65102

Telephone Number: 573-751-7688
Telefax Number: 573-751-8267
Email: bruce.green@modot.mo.gov

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

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 Troop F (573-751-1000)
Camden County Sheriff 573-346-2243
Richland Police Department 573-765-4144
Camden County Fire (Tri-County Fire Protection District 573-765-5640

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. CONTRACTOR QUALITY CONTROL NJSP-15-42

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.

I. RESTRICTIONS FOR MIGRATORY BIRDS

1.0 Description. Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.

2.0 Restrictions. To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

3.0 Avoidance Measures. The contractor shall not disturb active nests or destroy adults, eggs or young. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

3.1 Inactive or Partially Constructed Nests. If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

3.2 Water and Water Tanks Used for Hydro cleaning. Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of

invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.

3.2.1 Use of Water from Streams, Lakes or Ponds. Contractors shall not use water for nest removal from streams, lakes, or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the water hauling equipment has not previously contained waters from streams, lakes, or ponds. If the water hauling equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

3.2.1.1 Tank Washing. Prior to the use or re-use of water hauling equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) or HOT (104° F) water, e.g. at a truck wash facility.

3.2.1.2 Tank Drying or Treating. Tanks shall be dried or treated in one of the following manners.

3.2.1.2.1 The equipment shall be dried thoroughly, 5-7 days, in the sun before using in or transporting between streams, lakes, and ponds.

3.2.1.2.2 All interior tank surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces.

3.2.3.2.3 All interior tank surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of.

3.2.3 Prior to use of a water holding tank, contractors shall provide the MoDOT inspector written documentation of the tank's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating that the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

3.3 Active Nests. The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring that their activities do not impact the nests, eggs, or young.

4.0 Additional Responsibilities. If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact MoDOT Environmental (573-526-4778) to determine if there are other allowable options.

J. UTILITIES

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

Utility Name	Known Required Adjustment	Type
AT&T Distribution 620 N. Fremont Ave., 1st Floor Springfield, MO 65802 Contact: Joe Crim (417) 836-2651 jc600a@att.com	None (Auglaize Creek)	Communications
Centurylink 1008 Elm Street Rolla, MO 65402 Contact: Gary Shockley (573) 341-0479 Gary.shockley@centurylink.com	None (Conn Creek)	Communications
Enbridge 26 E. Superior St. Suite 309 Duluth, MN 55802 Contact: David Stafford (218) 464-5751 David.stafford@enbridge.com	None (Conn Creek)	Gas Pipeline
Laclede Electric P.O. Box M Lebanon, MO 65536 Contact: Shane Dustin (417) 588-7793 sdustin@lacledeelectric.com	None (Auglaize Creek & Conn Creek)	Electric
Phillips Pipeline 2116 Idlewood Road Jefferson City, MO 65109 Contact: Kevin Jungmeyer (573) 636-4984 k.d.jungmeyer@p66.com	None (Conn Creek)	Gas Pipeline

1.1 Known Utility Facilities: The Contractor shall be aware there are numerous utilities present along this corridor. The extents of the utility conflicts are unknown. However if conflicts are encountered the Contractor shall be required to move their operation to another location until the utility can be relocated or the Engineer determines another course of action. There shall be no delay claims until such time the Contractor has no place to work except in areas of utility conflict and as approved by the engineer. The contractor shall be proactive in the discovery of utility conflicts. The contractor is recommended, after award of the project, to have all utilities marked along the project to visually see

where conflicts may occur. Any conflicts discovered and cleared before construction begins will help the contractor's progress on the project. MoDOT utilities staff will assist in relocation of utilities if necessary. The contractor shall adjust guardrail post spacing as necessary to avoid utility conflicts and pothole as necessary. There will be no direct pay for compliance to the above specification.

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, it's 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.

K. RECYCLED CONCRETE MATERIAL

1.0 Description. The contractor shall have the option of using concrete rubble from the removed portions of the existing bridge in lieu of the Type 2 rock blanket. This work shall be in accordance with Sec 611.30 and shall conform to the plan dimensions for Type 2 rock blanket. All concrete pieces shall be free of exposed rebar. Any bridge deck rubble determined by the engineer to be excess shall become the property of the contractor. Placement and specifications shall be as approved by the engineer.

2.0 Basis of Payment. Payment for this work will be made based on the plan quantities for furnishing and placing Type 2 rock blanket. No direct payment will be made to the contractor to recover the cost of equipment, labor, material or time required to crush concrete deck rubble to a size that satisfies Sec 611.30

L. AIRPORT REQUIREMENTS

1.0 Description. The project, specifically Bridge A2097, is located near a public use airport, Richland Municipal Airport, or heliport or is more than 200 feet above existing ground level, which requires adherence to Federal Aviation Regulation Part 77 (FAA Reg Part 77). "Near" to a public use airport or heliport is defined as follows:

20,000 feet (4 miles) from an airport with a runway length of at least 3,200 feet
10,000 feet (2 miles) from an airport with runway length less than 3,200 feet
5,000 feet (1 mile) from a public use heliport

1.1 The maximum height of the improvement and the equipment operating while performing the improvements was assumed to be 20 feet above the current travelway during the process of evaluating the project for compliance with FAA Reg Part 77.

2.0 If the contractor's height of equipment or if the improvement itself is beyond the assumed height as indicated in Sec 1.1, the contractor will work with the resident engineer to fill out the Form 7460-1, or revise the original Form 7460-1 based upon the proposed height and resubmit, if necessary, for a determination by FAA on compliance with FAA Reg Part 77. Further information can be found in MoDOT's Engineering Policy Guide 235.8 Airports. If the Form 7460-1 must be filed, the associated work shall not be performed prior to the FAA determination, which could take up to 45 days.

2.1 If the contractor's height of equipment and the improvement itself is below the assumed height as indicated in Sec 2.0, no further action is necessary to fulfill the requirements set forth in FAA Reg Part 77.

3.0 Basis of Payment. There will be no direct payment for any work associated with this provision. Contract time extension will be given for the time necessary to obtain or revise the FAA permit. Any delays or costs incurred in obtaining the revised permit will be noncompensable.

M. OPTIONAL PAVEMENTS

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

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

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement. No additional payment will be made for constructing a 30 degree safety edge along the edge of pavement.

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

2.3 No additional payment will be made to bring the roadway subgrade to the proper elevation for the bridge tie-in's for either type of optional pavement.

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

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

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

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

N. DISPOSITION OF EXISTING SIGNING

1.0 Description. Stream name signing indicated for removal and replacement in the plans, shall be covered by the contractor and transported to the MoDOT Resident Engineer's Office located at 749 Highway 42, Osage Beach, MO 65065.

2.0 Basis of Payment. Payment for removal and transportation of these signs, as shown in the plans, shall be considered as and completely covered by the contract unit price for Item No. 2022010 "Removal of Improvements" per lump sum.

O. 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.

P. FERTILIZING, SEEDING AND MULCHING

1.0 Fertilizing shall conform to Sec. 801 and more specifically as follows:

Pounds/Acre Nitrogen (N)	Phos. (P2O5)	Effective Potash (K2O)	Neutralizing Material
80	120	40	800

Statewide – All settings – within the first 30 feet (mow area)

Species	Pounds per Acre
Tall fescue	80 lbs
Annual ryegrass	10 lbs
Perennial ryegrass	5 lbs
White clover	5 lbs
Oats	10 lbs
TOTAL	**110 lbs**

Seed bed preparation and seeding by hand will be allowed.

3.0 All disturbed areas shall be mulched and conform to Section 802 and more specifically the contractor shall use vegetative mulch. Mulching by hand will be allowed.

4.0 Basis of Payment.

4.1 No direct payment will be made for liming, fertilizing or mulching seeded areas.

4.2 No direct payment will be made to the contractor for the above requirements. All costs incurred by the contractor for labor, equipment and materials in compliance with the above requirements shall be considered incidental to and completely covered by other pay items in the contract.

Q. 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.

R. 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.

MEMORANDUM

Missouri Department of Transportation
Construction and Materials
Central Laboratory

TO: Ryan Libbert-CD/de

COPY: eProjects

FROM: Frank Reichart
Environmental Chemist

DATE: September 21, 2016

SUBJECT: Materials
Asbestos Inspection & Heavy Metal Paint Survey
Route A
Job No. J5S3147
Bridges A2095 and A2097
Camden County

We are providing you with the results of the requested inspection on the above referenced property. The inspection report contains an asbestos and a heavy metals survey, unless otherwise requested. The asbestos inspection included sample collection of suspect asbestos-containing material and National Voluntary Laboratory Accreditation Program (NVLAP) accredited testing to confirm the presence of asbestos. This asbestos and heavy metal paint report includes four different report forms. Form T746 lists all of the samples taken during the asbestos inspection. Form T747 shows only those samples that tested positive for Category I nonfriable asbestos-containing materials that may remain in the structure during demolition, if kept adequately wet to avoid visible air emissions. Form T748 shows only those samples that tested positive for asbestos and require removal prior to demolition. Form C760 lists all paint samples taken during the heavy metal paint survey and their metal content.

In accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP), as well as city and county asbestos abatement regulations - Registration, Notification, and Performance Requirements, regulated asbestos-containing material (RACM) namely, Friable and Category II nonfriable, have a high probability of becoming friable under normal demolition forces. Practices and procedures for removal prior to demolition, disposal, and clearances should be in accordance with referenced regulations. Missouri Department of Transportation policy is to perform asbestos abatements in accordance with NESHAP.

In accordance with Missouri Department of Natural Resources' Technical Bulletin "Managing Construction and Demolition Waste" dated January 31, 2003, a heavy metal paint survey has been performed on the above referenced property. We are providing you with the results of this survey. This survey includes locating painted concrete, block and/or brick surfaces, sampling/testing the painted surface(s) to determine if hazardous heavy metals are present. Non-hazardous painted concrete, blocks, or bricks may be used as clean fill materials, if properly

handled. You must contact the Central Office Design Division for proper handling of the reported painted surfaces.

Although our survey included observing and sampling behind walls, above ceilings, beneath floors, etc., it is possible that potentially hidden asbestos-containing materials may exist within the structure. To our knowledge, we have located all suspect asbestos-containing and all painted concrete, block and brick surfaces. If suspect asbestos-containing materials or if painted concrete, block and/or brick surfaces are observed in addition to those reflected in this inspection report, then please advise us immediately so that we may schedule a follow-up inspection.

Should you have any questions regarding these reports, please contact me at (573) 526-4359.

db/dr
http://sharepoint/systemdelivery/cm/chemicallab/environmental/shared documents/asbestos/districts/central (cd)/jxs's/j5s3147/fr1609211.docx
Attachments

Form T746
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All Suspect ACM

ROUTE:	A	**SURVEYED BY:**	Kevin Thoenen and Leonard Vader
MODOT JOB NO:	J5S3147	**CERTIFICATION #:**	7118110315MOIR13142, K.T.
DISTRICT:	CD	**CERTIFICATION #:**	7118110315MOIR2672, L.V.
COUNTY:	Camden	**SITE ADDRESS:**	Over Dry Auglaize Creek
DATE OF SURVEY:	May 23, 2016	**TYPE(S) OF STRUCTURE(S):**	Bridge
PARCEL NO.:	Bridge A-2095		

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
16MLAV 437	Insulating Compound	Under 74-Tube Rail Attachments, Over Concrete	II NF	28 Sq. Ft.
	Bridge Paint is not a suspect ACM per MSDS's on file.			

N-ACM = Non-Asbestos Containing Material I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable
NAFD = No Asbestos Fiber Detected * = Tested By Point Count Procedure

Form T747
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
Nonfriable Asbestos-Containing Materials
(Abatement not required if not made friable during demolition.)

ROUTE:	A	**TESTED BY:**	Leonard Vader LV
MODOT JOB NO.:	J5S3147	**CERTIFICATION #:**	7118110315MOIR2672
DISTRICT:	CD	**SITE ADDRESS:**	Over Dry Auglaize Creek
COUNTY:	Camden	**TYPE(S) OF STRUCTURE(S):**	Bridge
DATE OF TESTS:	June 7, 2016		
PARCEL NO.:	Bridge A-2095		

Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
		None Located	I NF			

All necessary work to handle this material is the contractor's responsibility.

I NF = Category I Nonfriable

Form T748
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All materials requiring removal or special handling.

ROUTE:	A	**TESTED BY:**	Leonard Vader LV
MODOT JOB NO.:	J5S3147	**CERTIFICATION #:**	7118110315MOIR2672
DISTRICT:	CD	**SITE ADDRESS:**	Over Dry Auglaize Creek
COUNTY:	Camden	**TYPE(S) OF STRUCTURE(S):**	Bridge
DATE OF TESTS:	June 7, 2016		
PARCEL NO.:	Bridge A-2095		

Bid Item No.	Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
202-40.43	16MLAV 437	Insulating Compound	Under 74-Tube Rail Attachments, Over Concrete	II NF	28 Sq. Ft.	Chrysotile	2-5%
			None Located	F			

I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable * = Tested By Point Count Procedure

Form C760
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Metals Survey Report of Painted Concrete, Block, Brick Surfaces for Clean Fill Purposes

ROUTE:	A	**TESTED BY:**	N/A
MODOT JOB NO.:	J5S3147	**DATE OF TESTS:**	N/A
DISTRICT:	CD	**PARCEL NO.:**	Bridge A-2095
COUNTY:	Camden	**SITE ADDRESS:**	Over Dry Auglaize Creek
SURVEYED BY:	Kevin Thoenen	**TYPE(S) OF STRUCTURE(S):**	Bridge
DATE OF SURVEY:	May 23, 2016		

Sample ID	Color/Location of Material/Substrate	Metals (ppm)							
		As	Cr	Pb	Cd	Se	Ba	Hg	Ag
	No samples taken. No painted surfaces located.								

All results are by XRF unless otherwise indicated: a = USEPA SW-846 Method 3050
b = USEPA SW-846 Method 7471

Form T746
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All Suspect ACM

KT LV

ROUTE:	A	**SURVEYED BY:**	Kevin Thoenen and Leonard Vader
MODOT JOB NO:	J5S3147	**CERTIFICATION #:**	7118110315MOIR13142, K.T.
DISTRICT:	CD	**CERTIFICATION #:**	7118110315MOIR2672, L.V.
COUNTY:	Camden	**SITE ADDRESS:**	Over Conns Creek
DATE OF SURVEY:	May 23, 2016	**TYPE(S) OF STRUCTURE(S):**	Bridge
PARCEL NO.:	Bridge A-2097		

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
16MLAV 439	Insulating Compound	Under 28-Tube Rail Attachments, Over Concrete	II NF	11 Sq. Ft.
16MLAV 440	Asphalt Joint Compound	2-Abutments	NACM	
	Bridge Paint is not a suspect ACM per MSDS's on file.			

N-ACM = Non-Asbestos Containing Material I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable
NAFD = No Asbestos Fiber Detected * = Tested By Point Count Procedure

Form T747
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
Nonfriable Asbestos-Containing Materials
(Abatement not required if not made friable during demolition.)

ROUTE:	A	**TESTED BY:**	Leonard Vader
MODOT JOB NO.:	J5S3147	**CERTIFICATION #:**	7118110315MOIR2672
DISTRICT:	CD	**SITE ADDRESS:**	Over Conns Creek
COUNTY:	Camden	**TYPE(S) OF STRUCTURE(S):**	Bridge
DATE OF TESTS:	June 7, 2016		
PARCEL NO.:	Bridge A-2097		

Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
		None Located	I NF			

All necessary work to handle this material is the contractor's responsibility.

I NF = Category I Nonfriable

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All materials requiring removal or special handling.

LV

ROUTE:	A	**TESTED BY:**	Leonard Vader
MODOT JOB NO.:	J5S3147	**CERTIFICATION #:**	7118110315MOIR2672
DISTRICT:	CD	**SITE ADDRESS:**	Over Conns Creek
COUNTY:	Camden	**TYPE(S) OF STRUCTURE(S):**	Bridge
DATE OF TESTS:	June 7, 2016		
PARCEL NO.:	Bridge A-2097		

Bid Item No.	Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
202-40.43	16MLAV 439	Insulating Compound	Under 28-Tube Rail Attachments, Over Concrete	II NF	11 Sq. Ft.	Chrysotile	2-5%
			None Located	F			

I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable * = Tested By Point Count Procedure

Form C760
Rev. 08/2012

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Metals Survey Report of Painted Concrete, Block, Brick Surfaces for Clean Fill Purposes

ROUTE:	A	**TESTED BY:**	N/A
MODOT JOB NO.:	J5S3147	**DATE OF TESTS:**	N/A
DISTRICT:	CD	**PARCEL NO.:**	Bridge A-2097
COUNTY:	Camden	**SITE ADDRESS:**	Over Conns Creek
SURVEYED BY:	Kevin Thoenen	**TYPE(S) OF STRUCTURE(S):**	Bridge
DATE OF SURVEY:	May 23, 2016		

Sample ID	Color/Location of Material/Substrate	Metals (ppm)							
		As	Cr	Pb	Cd	Se	Ba	Hg	Ag
	No samples taken. No painted surfaces located.								

All results are by XRF unless otherwise indicated: a = USEPA SW-846 Method 3050
b = USEPA SW-846 Method 7471

MEMORANDUM

Missouri Department of Transportation
Construction and Materials
Central Laboratory

TO: TMS

FROM: Kevin Thoenen
Environmental Chemist, Lead License #110506-300003366

DATE: June 2, 2016

SUBJECT: Materials
Job No. N/A
Route A/Camden County
Bridge A-2095

On May 23, 2016, a Lead Based Paint (LBP) survey was performed on the subject bridge. The following result shows the existing paint system is LBP. Therefore any painting project will be subject to DHSS notification and regulation:

	16MKMT612
Lead (Pb)	>5.00 mg/cm^2 (Positive)

In addition, a heavy metals screening was also performed on the painted structural steel. The following results are for informational purposes only:

	16MKMT613
Arsenic (As)	502 ppm**
Chromium (Cr)	603 ppm
Lead (Pb)	232,139 ppm
Cadmium (Cd)	308 ppm
Selenium (Se)	<LOD*
Barium (Ba)	15,328 ppm
Mercury (Hg)	<LOD
Silver (Ag)	24 ppm

*<LOD = below the detection limit of the instrument
**ppm = parts per million

Should any further screenings be required, please contact Todd Bennett, Chemical Laboratory Director, at (573) 751-1045.

Should you have any questions regarding the screenings, feel free to call me at (573) 751-9252.

kt/db
http://sharepoint/systemdelivery/cm/chemicallab/environmental/shared documents/asbestos/districts/central (cd)/mt/a2095/a2095 lbp letter.docx

MEMORANDUM

Missouri Department of Transportation
Construction and Materials
Central Laboratory

TO: TMS

FROM: Kevin Thoenen
Environmental Chemist, Lead License #110506-300003366

DATE: June 2, 2016

SUBJECT: Materials
Job No. N/A
Route A/Camden County
Bridge A-2097

On May 23, 2016, a Lead Based Paint (LBP) survey was performed on the subject bridge. The following result shows the existing paint system is LBP. Therefore any painting project will be subject to DHSS notification and regulation:

	16MKMT615
Lead (Pb)	>5.00 mg/cm^2 (Positive)

In addition, a heavy metals screening was also performed on the painted structural steel. The following results are for informational purposes only:

	16MKMT614
Arsenic (As)	41,186 ppm**
Chromium (Cr)	4,847 ppm
Lead (Pb)	372,393 ppm
Cadmium (Cd)	698 ppm
Selenium (Se)	<LOD*
Barium (Ba)	775 ppm
Mercury (Hg)	<LOD
Silver (Ag)	<LOD

*<LOD = below the detection limit of the instrument
**ppm = parts per million

Should any further screenings be required, please contact Todd Bennett, Chemical Laboratory Director, at (573) 751-1045.

Should you have any questions regarding the screenings, feel free to call me at (573) 751-9252.

kt/db
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A. Construction Requirements
B. Non-Destructive Testing

STATE OF MISSOURI ANOUSONE AROUNPRADITH NUMBER PE-29317 PROFESSIONAL ENGINEER THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65101 Phone (888) 275-6636
	If a seal is present on this sheet, JSP's has been electronically sealed and dated.
	JOB NO. J5S3147 Camden County, MO Date Prepared: 8/26/2016

A. CONSTRUCTION REQUIREMENTS

1.0 Description. This provision contains general construction requirements for this project.

2.0 Construction Requirements. Plans for the existing structure(s) are included in the contract with the bridge plans for informational purposes only.

2.1 In order to assure the least traffic interference, the work shall be scheduled so that the structure closure is for the absolute minimum amount of time required to complete the work. The structure shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed structure is opened to traffic.

2.2 The following bridge(s) being re-decked, the slab was constructed as non-composite or composite which is mentioned in the following table.

Bridge No.	Type of deck
A2095	Composite
A2097	Composite

2.3 Provisions shall be made to prevent any debris and materials from falling into the stream. Any debris and materials that falls below the bridge outside the limits mentioned previously and if determined necessary by the engineer, the debris shall be removed as approved by the engineer at the contractor's expense.

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

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

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

3.0 Method of Measurement. No measurement will be made.

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

B. NON-DESTRUCTIVE TESTING

1.0 Description. This work shall consist of performing non-destructive testing on the welds of all existing top flange cover plates.

2.0 Construction Requirements.

2.1 After the concrete deck is removed, the steel that is to remain will be inspected by the engineer. In addition to this inspection, the welds and adjacent base metal at the ends of the top cover plates shall have non-destructive (magnetic particle) testing performed. Non-destructive testing shall be done by an acceptable testing agency. The contractor shall provide the engineer with documentation of the testing agency and the qualifications of personnel performing the testing. The documentation and qualifications shall be submitted to the State Bridge Engineer for acceptance. Personnel performing the tests shall be qualified for SNT-TC-1A Level II.

2.2 The length of weld to be tested and the base metal, one inch either side of the weld, shall be cleaned of all rust prior to the testing. On cover plates with square ends, the weld shall be tested one inch from each corner along the ends of the cover plate plus 6 inches back along the side from each corner of the plate. On cover plates with tapered ends, the weld shall be tested along the end of the cover plate, along tapered edges and 6 inches back along the cover plate from end of taper.

2.3 If fatigue cracks are found, the cracks are expected to be very small and may be located in the base metal at the toe of the welds. Any cracks discovered by testing, regardless of length, shall be marked and reported to the engineer. All repairs shall be made by a MoDOT certified welder. Any repair work and retesting of the repair work required, as a result of this inspection, will be paid for in accordance with Sec 109. This shall not relieve the contractor from responsibility to repair any damage caused by this work at the contractor's expense. Any delay or inconvenience caused by this inspection requirement will be non-compensable and effect on time of performance non-excusable.

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

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