

Job No.: J113238  
Route: I-29  
County: Atchison

**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

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

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<b>"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."</b>	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 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: J113238 VARIOUS COUNTIES, MO DATE PREPARED: 1-15-2019
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02D

**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](http://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](http://www.modot.org) under "Business"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2018 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages

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

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

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in accordance with the requirements of Sec 108.7.1. No extension of the completion time will be granted due to an increase of quantities per the Scope of Work special provision.

Notice to Proceed: June 03, 2019  
Completion Date: September 01, 2019

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

Job Number	Calendar Days	Daily Road User Cost
J113238	N/A	\$7,600

**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 **\$250** 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. Scope of Work

**1.0** The scope of work for this project is to provide Do Not Enter and Wrong-Way sign assemblies installation on Ramps along the following Routes:

a. Route I-29. Starting at the Iowa State Line and progressing to the Platte County line.

**2.0** The Commission has budgeted \$342,000 for installation of these signs. The contractor shall begin installation on the first route and continue down the list until all funds have been used. If the contractor will not be able to complete the entire route, the contractor shall begin at the starting point listed and progress along the route with sign installation on the interchange ramps, without skipping interchanges, until the funds are expended. It is the responsibility of the contractor to not exceed the budget listed above. Any contract costs incurred above this amount will be the responsibility of the contractor, unless as approved by change order. The Commission reserves the right to add additional funds to this contract should funding become available.

**3.0** The award of the contract will be based on the lowest responsible bidder based on their total bid for the itemized quantities in the proposal and unit price bid.

**4.0** Contract quantities will be adjusted after the award of the contract as necessary to match the budgeted amount stated in section 2.0. In the event there is an increase in quantities to the contract, an extension of contract time will NOT be granted.

**D. Work Zone Traffic Management**

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

**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 prior to lane closures or shifting traffic onto detours.

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

**2.5.1 Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

**2.5.2 Traffic Safety.**

**2.5.2.1** Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.2.2** When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than

500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

### **3.0 Work Hour Restrictions.**

**3.1** There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

**3.2** The contractor shall not perform any construction operation on the roadbed, during restricted periods, holiday periods or other special events specified in the contract documents.

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

EXIT 47N (Frederick Ave.) restrictions  
6:00 a.m. - 7:00 p.m. Sunday through Saturday

EXIT 47S (Frederick Ave.) restrictions  
6:00 a.m. - 7:00 p.m. Sunday through Saturday

EXIT 44S (US 169) restrictions  
12:00 noon - 6:00 p.m. Monday through Friday

**3.4 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.

### **E. Emergency Provisions and Incident Management**

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

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

Missouri Highway Patrol 816-387-2345
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Buchanan County	Andrew County	Holt County	Atchison County
Sheriff: 816-236-8800	Sheriff: 816-324-4114	Sheriff 660-446-3305	Sheriff 660-744-6271

**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.

F. Project Contact for Contractor/Bidder Questions

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

Joyce Reynolds, Project Contact  
Northwest District  
St. Joseph, MO 64506  
Telephone Number: 816-387-2411  
Email: Joyce.Reynolds@modot.mo.gov

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

G. Utilities

**1.0** The contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown. However, the intent of the contract is to vary the location of the sign installations to avoid utility conflicts.

There may be underground utilities that run parallel or cross the routes that are in close proximity to the sign work locations. The contractor shall take necessary precautions and measures to verify locations and depths of utilities by any necessary means to determine exact impacts to their work.

If utility facilities are found and discovered, the engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified. If utility relocation is deemed necessary by the engineer and a delay is encountered, the contract time will be adjusted accordingly.

**2.0 Basis of Payment.** There is no direct pay for complying with this provision.

H. Contractor Quality Control

**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](http://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.

**5.2** The contractor shall submit weekly reports stating the progress of the sign installation and provide high-resolution date/time stamped photographs of the each sign installed. Additional photographs shall be taken of the work area to ensure proper site clean-up has occurred.

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



I. Temporary Traffic Control

**1.0 Description.** All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the contractor as indicated on the attached traffic control sheets. This will include furnishing, relocating, and removing temporary traffic control devices and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer.

**2.0 Work requirements.** The contractor shall stake the proposed location of the Ramp Work Ahead, Ramp Narrows, and Shoulder Work signs and provide the engineer the opportunity to review the location prior to installation. Work shall be in accordance with Sec 616, Sec 612, and the contract plans.

**2.1** The contractor shall provide a Truck or Trailer Mounted Attenuator (TMA) for worker protection at each ramp while workers are present. The TMA shall be used with the Partial Ramp Closure and Shoulder Work Ahead.

**3.0 Method of Measurement.**

**3.1** The method of measurement for Truck or Trailer Mounted Attenuator (TMA) will be by each ramp. The contractor will only be paid once for each ramp regardless of the number of times the contractor is required to use the TMA. The payment by each ramp will include use for both the Partial Ramp Closure and Shoulder Work Ahead when required for the same ramp.

**3.2** The method of measurement for Partial Ramp Closure will be by each ramp that has sign installations and sign removal located along the ramp. The contractor will only be paid once for each ramp regardless of the number of times the contractor is required to install the traffic control devices.

**3.3** The method of measurement for Shoulder Work Ahead will be by each ramp that has existing sign removal from existing posts at the intersection of the ramp and cross road. The contractor will only be paid once for each ramp regardless of the number of times the contractor is required to install the traffic control devices.

**4.0 Basis of Payment.**

Temporary traffic control will be paid for at the contract price for:

Item Number	Type	Description
612-99.02	Each	Truck or Trailer Mounted Attenuator (TMA)
616-99.02	Each	Partial Ramp Closure
616-99.02	Each	Shoulder Work Ahead

No direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

- (b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Providing channelizers.
- (f) Worker apparel.
- (g) Flaggers and appurtenances at flagging stations.
- (h) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.

**4.3** Any additional work deemed necessary by the engineer that requires temporary traffic control and is not covered by the contract plans will be included in the cost change order for the additional work. However, if the added work is required in a stage where temporary traffic control is already in place, no additional traffic control pay will be allowed in this case.

**J. Removal and Disposition of Existing MoDOT Signing**

**1.0 Description.** The existing sheet and/or extruded aluminum sign panels to be removed by the contractor shall be delivered to the Missouri Department of Transportation's Northwest District complex located at 4718 South US 169 (roadsides building) . The contractor shall assist with the storage of these signs as directed by the engineer.

**1.1** Any hardware (brackets, u-bolts, aluminum I-beams, etc) associated with removals involving overhead sign supports shall also be salvaged and delivered.

**1.2** The contractor shall notify the following contact at least 24 hours in advance of delivering any signing materials to this facility. Contact information is below:

Kevin Lytton, Maintenance Supervisor  
Nyckie Maddox Assistant Maintenance Supervisor  
Office: (816) 387-2955, Cell: (816) 271-6935  
Office: (816) 387-2955, Cell: (816) 271-6924

**1.3** All sign supports, footings and other signing equipment to be removed shall become the property of the contractor and disposed of off the right of way. The contractor shall restore the existing ground, including the backfilling of any holes.

**1.4** The contractor shall exercise reasonable care in the handling of the signs. Should any sign be damaged due to the contractor's negligence during removal, transportation and/or reinstallation, it shall be replaced in kind at the contractor's expense. The engineer shall have the final determination on whether the said signs should be replaced or repaired.

**1.5** The existing signs cannot be removed until the new signs are installed. Existing signs to be removed shall be removed the same day as the new signs are installed.

**2.0 Basis of Payment.** All costs incurred for complying with this provision shall be considered completely covered by the contract unit price for:

Item Number	Type	Description
903-99.02	Each	Removal of Existing Signs, Post and Footings
903-99.02	Each	Removal of Existing Signs from Existing Post

K. Sign Assemblies and Installation

**1.0 Description.** The work shall include furnishing all the necessary materials and installing the sign assemblies as shown in Detail A and B, or as designated by the engineer.

**1.1 Sign Assemblies:**

Wrong Way (R5-1a) – 42"x30" on 1- 2.5" PSST Post with anchor and concrete footing  
Do Not Enter (R5-1) – 36"x36" on 1- 2.5" PSST Post with anchor and concrete footing

Post lengths shall not exceed 15 feet when measured from the ground to the bottom of the sign. For any sign that exceeds the 15 feet, the contractor shall contact the engineer.

**2.0 Material.** Posts, sign sheeting, anchor and concrete footings shall be in accordance with Sec 903.

**3.0 Construction.** The contractor shall stake the proposed location of each sign along the ramp and provide the engineer the opportunity to review the location prior to installation. Installation of the sign assemblies shall be in accordance with Sec 903 and Standard Plan 903.

**3.1** The contractor shall pour the concrete footings on the same day as the hole is excavated.

**3.2** The contractor shall only attach signs to the back of green shoulder mounted signs on the ramp, which are typically destination signs. Signs shall not be attached to the back of green signs with specific tourist oriented destinations displayed or to the back of blue or brown signs located on ramps as these signs are maintained by the departments supplemental guide sign contractor. Signs may also be attached to the upright columns of overhead sign structures, attached using banding materials per MoDOT standards and specifications.

**4.0 Method of Measurement.** Measurement of each sign installation, including all materials, excavation, equipment and labor will be per each complete sign assembly installed.

**5.0 Basis of Payment.** The accepted quantity of sign installations will be paid for at the contract unit price for:

903-99.02, Wrong Way (R5-1a) – 42"x30" on 2.5" PSST Post, per each  
903-99.02, Do Not Enter (R5-1) – 36"x36" on 2.5" PSST Post, per each

The unit bid price shall include the cost of all labor, equipment and materials to install the sign assemblies.

L. Mobilization

**Delete Sec 618.2 and substitute the following:**

**618.2** No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

M. Supplemental Revisions JSP-18-01G

**Delete Sec 106.9 and substitute the following:**

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

**Delete Sec 106.9.3 and substitute the following:**

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

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These

documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

**Delete Sec 106.9.4 and Renumber subsequent sections accordingly:**

**Delete Sec 616.5.1 and substitute the following:**

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

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

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

- (1) Use of red or red and blue lights shall be limited to use on a total of two vehicles per work zone and/or project.
- (2) Use of red or red and blue warning lights shall be limited to areas in advance of tapers or lane shifts and at the active work location.
- (3) Lights shall be SAE Class 2 or SAE Class 1 with dimming capabilities to minimize glare experienced by travelers.

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

### **Stormwater Compliance Requirements**

**1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes areas of land disturbance that will total one (1) acre or greater on the project site at any point in time. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein.

**1.1 Applicability.** The project site consists of all areas designated on the plans, including temporary and permanent easements. This provision does 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 Water Pollution Control Manager (WPCM).** The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

**2.1 Duties of the WPCM:**

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at [MoDOT.org](http://MoDOT.org);
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected within 7 days of the stormwater inspection or any extended period of time granted by the Engineer.

**3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** A Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity Meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

**3.1 Hold Point.** Following the pre-activity meeting for Grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

**4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

**5.0 Stormwater Deficiency Corrections.** All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

**5.1 Liquidated Damages.** If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

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

N. Bonds

**1.0** The amount of the Bid Bond shall be 5% of the anticipated budget for this project.

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