

JOB SPECIAL PROVISIONS TABLE OF CONTENTS - ROADWAY

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

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Annual Affidavit – Workers Eligibility Verification
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 Contract Bond

<p>"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: J9S3495 WAYNE COUNTY, MO DATE PREPARED: 05/24/2017</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>	

JOB
SPECIAL PROVISIONS

A. GENERAL - FEDERAL JSP-09-02B

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to October 2016 Missouri Standard Plans
For Highway Construction

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

B. CONTRACT LIQUIDATED DAMAGES JSP-13-01B

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

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

Notice to Proceed: June 2, 2017
Completion Date: June 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
J9S3495	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 **\$10,000** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

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

C. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Eric Krapf
MoDOT Southeast District
2675 N. Main
P.O. Box 160
Sikeston MO, 63801

Telephone Number: 573-472-5261
Email: Eric.Krapf@modot.mo.gov

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

C. UTILITIES DSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>
POWER DISTRIBUTION Ozark Border Electric Coop P.O. Box 400 Poplar Bluff, Mo. 63902 Contact: John Walker Jr. Tel: 573-785-4631	None
COMMUNICATION AT&T 601 Vine St Poplar Bluff, MO 63901 Contact: Ken Lovette Tel: 573-686-1152	None
PRIVATE UTILITIES Corps of Engineers Wappapello Lake Mgmt Office 10992 Highway T Wappapello, MO 63966 Contact: Doug Nichols Tel: 573-222-8562	None

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

E. SUPPLEMENTAL REVISIONS JSP-09-01W

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.

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.

Delete Sec 1081.4.3.3.1 and substitute the following:

1081.4.3.3.1 Hazardous Waste Notification. The contractor shall submit a “Notification of Regulated Waste Activity” form to MDNR Hazardous Waste Program to obtain the EPA identification number. Requests shall be submitted as soon as hazardous waste is determined or at least 30 days prior to shipping hazardous waste. The cost of obtaining the EPA identification number will be considered as part of the surface preparation cost and the engineer will subtract the cost from the contract. Hazardous waste shall not be shipped offsite until the EPA identification number has been received. The contractor will file the quarterly and annual hazardous waste reports in accordance with 10 CSR 25-5.262(2)(D)1 and will deactivate the EPA identification number upon contract completion. The contractor shall submit copies of all hazardous waste manifests and quarterly/annual reports to MoDOT’s Environmental Section.

F. 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 (573-840-9500)	
Butler County Fire: 573-785-6049	Butler County Sheriff’s Department Police: 573-686-8070
Butler County Ambulance District: 573-686-1000	Wayne County Ambulance District: 573-222-8250

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 MoDOT's 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.

G. FERTILIZING

1.0 Description. In accordance with Section 801 of the Standard Specifications, the Contractor shall apply the following to all disturbed areas at the rates specified:

Nitrogen (N)	80 lbs. per acre
Phosphoric Acid (P ₂ O ₅)	320 lbs. per acre
Potash (K ₂ O)	80 lbs. per acre
Soil Neutralization	2,300 lbs. per acre

H. SEEDING

1.0 Description. The seeding requirements for this project shall be in accordance with applicable portions of Sec 805, and specifically as follows.

<u>Seeding Mixture</u>	<u>Live Seed (lbs/acre)</u>
Indiangrass	8
Big Bluestem	4
Little Bluestem	6
Sideoats Grama	4
Switchgrass	2
Virginia or Canada Rye	2
Tall Dropseed	½
Purple Prairie Clover	½
Annual Ryegrass	10
Perennial Ryegrass	5
Red Fescue	10
Redtop	½
Partridge Pea	2
White Clover	5
Grayheaded Coneflower	¼
Black-eyed Susan	¼
Oats	20

Rough Blazingstar	1/2
Prairie Blazingstar	1/2
Pale Purple Coneflower	1/2
Indian Paintbrush	1/4
New England Aster	1/4
Bermuda Grass	20
Total	102

2.0 Vegetative mulch shall be stabilized by mulch overspray or other methods as approved by MoDOT's engineer.

3.0 All costs incurred will be paid for at the contract unit price for seeding. No direct pay will be given for any seed and mulch over ten percent or any additional work or inconvenience to the contractor in complying with this special provision.

I. PARK SERVICE ROADS/TRAILS

1.0 At no time shall the contractor close a park service road. If contractor, through construction activities, damages any section of trail it shall be restored to its previous condition as it was before the said construction activities. Final acceptance of the repaired trail shall be at the discretion of the engineer.

2.0 No direct payment will be made to the contractor to recover the cost of the equipment, labor, materials or time required to fulfill the above provision.

J. SPECIAL USE PERMIT

The portion of the work to recover the washout pipe sections fall outside the temporary easement obtained by MoDOT. The Corps of Engineers Lake Wappapello Office has agreed to issue a temporary special use permit to complete this portion of the project. The contractor shall be responsible for obtaining the special use permit prior to beginning work on the trail. The permit may be obtained by contacting Cindy Jackson (573) 222-8562. There is no cost for obtaining the permit.

K. WOOD REFUSE

Due to the emerald ash borer quarantine the contractor shall be required to mulch all wood refuse on-site. No burning will be allowed. The contractor may use the mulch for on-site erosion control or provide to the Corps of Engineers to be placed on walking trails. No direct payment will be made to the contractor to recover the cost of the equipment, labor, materials or time required to fulfill the above provision.

L. STAGING AREA LOCATION

1.0 Description. The area selected for staging of equipment and materials to conduct construction activities shall be approved by engineer prior to use of that area.

M. SALVAGING/RELOCATING/REPAIRING EXISTING 96" RCP's

1.0 Description. This work involves the recovery, placement, and repair of existing 96" RCP's that were washed out during the recent spillway overtopping event. The pipe sections will need to be recovered and placed back into their original locations as shown in the plans. The recovered pipe will need to be inspected for structural integrity by the engineer prior to repair. Any pipes that can't be repaired should be replaced. Care shall be exercised during recovery. Pipe damaged as a result of the contractors handling will be replaced or repaired at the contractor's expense.

The damaged pipes need to be repaired to a point that they will perform acceptable drainage operations. The contractor will need to submit the intended repair method to the engineer no less than one calendar week prior to repair efforts being commenced. The engineer will have to approve the method and materials used to repair the pipes before commencing repair efforts.

If the repaired sections do not form a connection that will keep material from passing from the embankment into the pipe then the contractor shall wrap the connection with separation geotextile. The engineer shall determine if the connection needs to be wrapped.

Contractor should consider weight of the RCP sections that will be required to be recovered while computing his bid. Each section is approximately eight feet long.

2.0 Materials. An epoxy or concrete that is approved by the engineer shall be used to repair pipes.

3.0 Basis of Payment. All efforts to complete recovery, placement, and repair of the 96" displaced pipes shall be paid for as pay item number 720-99.01, "Salvage/Repair/Place Drainage Structure", per lump sum. New sections of 96" RCP will be paid for as pay item number 725-99.03, 96 in. Class III RCP, per linear foot. Separation geotextile will be paid for as pay item number 624-01.04A, Separation Geotextile, per SY.

N. 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.

O. APPROVAL TO BE ON CORPS PROPERTY BEFORE LETTING

If a bidder chooses to go to the project site before bidding the project then they are required to contact the US Army Corps of Engineers, Wappapello office, for approval to be on site. The contact for approval is Cindy Jackson. Her phone number is (573) 222-8562.

P. DEWATERING PROJECT SITE

1.0 Description. There is a berm that has been built just east of Route T that has pooled water on the project site. The contractor shall drain the project site to a point that construction activities may take place. The contractor is also required to maintain adequate drainage to the site as to carry out construction activities for the duration of the project.

2.0 Basis of Payment. No direct payment will be made for labor, materials, or equipment to dewater the project site.

Q. PROJECT AWARD AND EARLY NOTICE TO PROCEED

1.0 Description. The contractor will be given a notice to proceed date of June 2, 2017. All contracts shall be executed and returned to the Commission by the end of the day on this date.

1.1 To expedite the execution of the contract for this project the Contract Bond Form, Contractor Acknowledgment Form and Workers Eligibility Verification Affidavit are attached as additional information to the Job Special Provisions.

1.2 Upon award, the contract will be distributed by the Commission for execution through DocuSign®. The contractor shall deliver an executed Contract Bond and its associated Power of Attorney form, along with the Workers Eligibility Verification Affidavit to the nearest MoDOT facility listed below and notify Llans Taylor via email at llans.taylor@modot.mo.gov or by telephone at (573) 526-2923. Upon receipt and verification as to form of the listed documents and signature by the contractor through DocuSign®, the commission will execute the contract and a notice to proceed for the project will be issued.

1.2.1 Bidders without a current MoDOT issued DocuSign® access code shall notify Llans Taylor via email at llans.taylor@modot.mo.gov or by telephone at (573) 526-2923, to determine the necessary steps to establish a Contractor specific access code.

CENTRAL OFFICE

Llans Taylor
Bidding and Contract Services Engineer
105 West Capitol
Jefferson City, MO 65102-0270
Phone: (573) 526-2923

SOUTHEAST DISTRICT

Mark Shelton
District Engineer
2675 North Main Street
Sikeston, MO 63801
Phone: (573) 472-5333

SOUTHEAST DISTRICT – Willow Springs Regional Office

Chris Rutledge
Assistant District Engineer
3952 E. Main St.
Willow Springs, MO 65793
Phone: (573) 472-5333

NORTHWEST DISTRICT

Don Wichern
District Engineer
3602 North Belt Highway
St. Joseph, MO 64506-1399
Phone: (816) 387-2350

NORTHEAST DISTRICT

Paula Gough
District Engineer
1711 South Hwy 61
Hannibal, MO 63401
Phone: (573) 248-2490

KANSAS CITY DISTRICT

Don Wichern
Interim District Engineer
600 Northeast Colbern Road
Lee's Summit, MO 64086
Phone: 816/607-2000

ST. LOUIS DISTRICT
Greg Horn
District Engineer
1590 Woodlake Drive
Chesterfield, MO 63017-5712
Phone: 314/275-1500

SOUTHWEST DISTRICT
Travis Koestner
District Engineer
3025 East Kearney
Springfield, MO 65801
Phone: 417/895-7600

Preliminary

Preliminary

Preliminary

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principal, and _____

as surety, are held and firmly bound unto the State of Missouri in the penal sum of: _____

DOLLARS (\$ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said State of Missouri or to its certain agents, attorneys, assigns, or to the Missouri Highways and Transportation Commission, for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated June 2, 2017

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the State of Missouri acting by and through the Missouri Highways and Transportation Commission, said contract being marked.

Route:

County:

Job No.:

a copy of said contract being hereto attached and made a part hereof and bearing date of June 2, 2017

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said

Design Form C-3

Call #170602-H01

contract, or within any additional time granted by the Missouri Highway and Transportation Commission or its Chief Engineer, under authority from said Commission of Missouri, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

(SEAL)

Witness: _____

Principal

By _____

Title _____

(SEAL)

Surety

By _____

Title _____

Witness: _____

Name and Street Address of Agent to Whom All Correspondence Should be Directed Relating to Contract and Bond.

Name

Street

City, State & Zip Code

CONTRACTOR'S ACKNOWLEDGEMENT

1. *Form to be used if Contractor is an individual.*

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20_____.

2. *Form to be used if Contractor is a partnership or unincorporated company.*

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20_____.

3. Form to be used if Contractor is a corporation

State of _____)
County of _____) ss.

On this _____ day of _____, 20 _____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL)

Notary Public

My commission expires _____, 20 _____.