

STATE OF MISSOURI  
HIGHWAYS and TRANSPORTATION  
COMMISSION

JEFFERSON CITY, MISSOURI

CONSTRUCTING OR IMPROVING  
CONTRACT I.D. 170217-C06

THIS JOB SHALL BE CONSTRUCTED UNDER  
FEDERAL PROJECT NUMBER(S) : FAS-S301(24)

Job J4S3148 Route W JACKSON County

BIDDER CHECKLIST  
FINAL CHECKLIST BEFORE SUBMITTING BID

1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.010, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
2. All bids shall be submitted electronically using "Bid Express Secure Internet Bidding" at [www.bidx.com](http://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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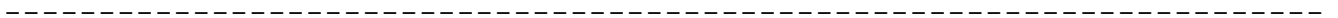
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Bid Bond\*

Subcontractor Disclosure Form\*

DBE Identification Submittal (Applies to Federal Projects Only) \*

\*These forms are also available on MoDOT's Website, [www.modot.org](http://www.modot.org) under General Information on the Bid Opening Info page of the Contractor Resources site.



NOTICE TO CONTRACTORS

Electronic bids submitted through the Bid Express website for the proposed work will be received by the Missouri Highways and Transportation Commission until 11:00 o'clock a.m. (prevailing local time) on 02-17-17.

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 J4S3148 Route W JACKSON County. Full bridge deck replacement over Blue River Road, the total length of improvement being 0.463 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 MODIFIED EMULSION MEMBRANE PRICE INDEX:

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

ASPHALT CEMENT  
SEAL COAT  
UNDERSEAL  
POLYMER MODIFIED EMULSION MEMBRANE

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

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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.

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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.

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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:

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State of MISSOURI  
 Dept of Transportation  
 Schedule of Items

Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
Section 0001 ROADWAY ITEMS - J4S3148				
Alt Group				
0010	2022010 REMOVAL OF IMPROVEMENTS	LUMP	LUMP	
0020	2035500 EMBANKMENT IN PLACE	398.000 CUYD		
0030	2063500 CULVERT CLEANOUT	2.000 EA		
0040	2151000A SHAPING SLOPES, CLASS I	2.000 100F		
0050	2153000 SHAPING SLOPES, CLASS III	6.000 100F		
0060	4019905 MISC. MISC. OPTIONAL PAVEMENT	476.400 SQYD		
0070	4030114 ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125B MIX)	150.400 TONS		

State of MISSOURI  
 Dept of Transportation  
 Schedule of Items

Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0080	4071005 TACK COAT	180.000 GAL		
0090	5041000 CONCRETE APPROACH PAVEMENT	302.600 SQYD		
0100	6042020 ADJUSTING BASIN OR INLET	2.000 EA		
0110	6049902 MISC. DROP INLET CLEANOUT	2.000 EA		
0120	6091010 CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	3,980.000 LF		
0130	6092011 INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A	94.000 LF		
0140	6096010A FURNISHING TYPE 1 ROCK DITCH LINER	7.000 CUYD		
0150	6096041 PLACING TYPE 1 ROCK DITCH LINER	7.000 CUYD		

State of MISSOURI  
Dept of Transportation  
Schedule of Items

Contract ID: 170217-C06  
Letting Date: 02-17-17  
Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0160	6122009 IMPACT ATTENUATOR (9 SAND BARRELS)	2.000 EA		
0170	6122012 IMPACT ATTENUATOR (12 SAND BARRELS)	2.000 EA		
0180	6122020 REPLACEMENT SAND BARREL	4.000 EA		
0190	6122030 IMPACT ATTENUATOR (RELOCATION)	2.000 EA		
0200	6133018 FURNISHING AND PLACING BITUMINOUS MATERIAL FOR CLASS B PARTIAL DEPTH PAVEMENT REPAIR	61.500 TONS		
0210	6133019 REMOVAL FOR CLASS B PARTIAL DEPTH PAVEMENT REPAIR	278.400 SQYD		
0220	6143013 MANHOLE FRAME AND COVER, TYPE 3	2.000 EA		
0230	6161005 CONSTRUCTION SIGNS	782.000 SQFT		

State of MISSOURI  
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 Schedule of Items

Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0240	6161008 ADVANCED WARNING RAIL SYSTEM	5.000 EA		
0250	6161009 FLAG ASSEMBLY	5.000 EA		
0260	6161025 CHANNELIZER (TRIM LINE)	173.000 EA		
0270	6161030 TYPE III MOVEABLE BARRICADE	11.000 EA		
0280	6161040 FLASHING ARROW PANEL	2.000 EA		
0290	6161070 TUBULAR MARKER	117.000 EA		
0300	6161098A CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	2.000 EA		

State of MISSOURI  
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Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0310	6173700B TEMPORARY TRAFFIC BARRIER ANCHORED, CONTRACTOR FURNISHED / RETAINED	1,075.000 LF		
0320	6173706 TEMPORARY TRAFFIC BARRIER STIFFNESS TRANSITION SECTION, CONTRACTOR FURNISHED / RETAINED	13.000 LF		
0330	6175011B RELOCATING TEMPORARY TRAFFIC BARRIER ANCHORED	525.000 LF		
0340	6181000 MOBILIZATION	LUMP	LUMP	
0350	6205902A 6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	2,813.000 LF		
0360	6205903A 6 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	6,760.000 LF		



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 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0370	6207001 PAVEMENT MARKING REMOVAL	9,870.000 LF		
0380	6209903 MISC. TEMPORARY PAVEMENT MARKING 4 IN., WHITE	6,299.000 LF		
0390	6209903 MISC. TEMPORARY PAVEMENT MARKING 4 IN., YELLOW	13,151.000 LF		
0400	6209903 MISC. TEMPORARY PAVEMENT MARKING 24 IN, . YELLOW	223.000 LF		
0410	6224010 MODIFIED COLDMILLING (DEPTH TRANSITIONS)	1,556.000 SQYD		
0420	6274000 CONTRACTOR FURNISHED SURVEYING AND STAKING	LUMP	LUMP	
0430	8051000A SEEDING - COOL SEASON MIXTURES	0.700 ACRE		
0440	8061006 ALTERNATE DITCH CHECK	108.000 LF		

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Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0450	8061016 SEDIMENT REMOVAL	10.000 CUYD		
0460	8061019 SILT FENCE	233.000 LF		
0470	8064120 TYPE 1 EROSION CONTROL BLANKET	3,327.000 SQYD		
	Section 0001 Total			0.00

Section 0002                    GUARDRAIL/ GUARD CABLE ITEMS - J4S3148

Alt Group

0480	6061060 MGS GUARDRAIL	763.000 LF		
0490	6061061 MGS GUARDRAIL, 8 FT. POSTS, 6 FT. - 3 IN. SPACING	325.000 LF		
0500	6061069 MGS BRIDGE APPROACH TRANSITION SECTION (MINOR ROUTE)	5.000 EA		

State of MISSOURI  
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Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0510	6061080 MGS END ANCHOR	1.000 EA		
0520	6063014 TYPE A CRASHWORTHY END TERMINAL (MASH)	4.000 EA		
	Section 0002 Total			0.00

Section 0003 BRIDGE A23523 EB ITEMS - J4S3148

Alt Group

0530	2162500 REMOVAL OF EXISTING BRIDGE DECKS	8,250.000 SQFT		
0540	5031011A BRIDGE APPROACH SLAB (MINOR ROAD)	161.000 SQYD		
0550	6079903 MISC. (48 IN.) PEDESTRIAN FENCE (STRUCTURES)	189.000 LF		
0560	7034212 SLAB ON STEEL	797.000 SQYD		
0570	7034215 SAFETY BARRIER CURB	403.000 LF		

State of MISSOURI  
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Contract ID: 170217-C06  
 Letting Date: 02-17-17  
 Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0580	7040101 SUBSTRUCTURE REPAIR (FORMED)	60.000 SQFT		
0590	7110200 PROTECTIVE COATING - CONCRETE BENTS AND PIERS (EPOXY)	LUMP	LUMP	
0600	7123610 SLAB DRAIN	2.000 EA		
0610	7179903 MISC. OPEN CELL FOAM JOINT	38.000 LF		
	Section 0003 Total			0.00

Section 0004 BRIDGE A23524 WB ITEMS - J4S3148

Alt Group

0620	2162500 REMOVAL OF EXISTING BRIDGE DECKS	8,250.000 SQFT		
0630	5031011A BRIDGE APPROACH SLAB (MINOR ROAD)	161.000 SQYD		

State of MISSOURI  
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Contract ID: 170217-C06  
Letting Date: 02-17-17  
Project(s):

Bidder: -

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
0640	6079903 MISC. (48 IN.) PEDESTRIAN FENCE (STRUCTURES)	189.000 LF		
0650	7034212 SLAB ON STEEL	797.000 SQYD		
0660	7034215 SAFETY BARRIER CURB	403.000 LF		
0670	7040101 SUBSTRUCTURE REPAIR (FORMED)	50.000 SQFT		
0680	7110200 PROTECTIVE COATING - CONCRETE BENTS AND PIERS (EPOXY)	LUMP	LUMP	
0690	7123610 SLAB DRAIN	2.000 EA		
0700	7179903 MISC. OPEN CELL FOAM JOINT	38.000 LF		
	Section 0004 Total			0.00



Contract Id: 170217-C06  
Vendor Name:

Vendor Number:

SUBCONTRACTOR DISCLOSURE

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

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

SUBCONTRACTOR NAME	DOLLAR VALUE OF SUBCONTRACT	CATEGORY OF WORK
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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we as principal and and as surety, are held and firmly bound unto the state of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the penal sum of 0.00 Dollars to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS the principal is submitting herewith a bid to the commission on

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

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

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

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This Bid contains 0 amendment files





Job No.: J4S3148  
 Route: W  
 County: Jackson


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

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

- A. General - Federal
- B. Contract Liquidated Damages
- C. Work Zone Traffic Management Plan
- D. Utilities
- E. Supplemental Revisions
- F. Project Contact for Contractor/Bidder Questions
- G. Emergency Provisions and Incident Management
- H. Pavement Marking Log
- I. Contractor Retained Guardrail
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- M. DBE Program Requirements
- N. Electronic Information for Bidder's Automation
- O. Optional Pavements
- P. Temporary Pavement Marking
- Q. Drop Inlet Cleanout
- R. Liquidated Damages for Winter Months

**ADDITIONAL INFORMATION**

Asbestos Survey Report

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b>          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: J4S3148          JACKSON COUNTY, MO          DATE PREPARED: 12/12/16</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: A-R</p>	



JOB  
SPECIAL PROVISION

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](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 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

**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.

Job No.: J4S3148  
Route: W  
County: Jackson

Notice to Proceed: April 10, 2017  
Completion Date: November 1, 2017

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

<b>Job Number</b>	<b>Calendar Days</b>	<b>Daily Road User Cost</b>
J4S3148	140	\$5,400

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$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. WORK ZONE TRAFFIC MANAGEMENT PLAN (WZTMP)

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

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

**1.2 Maintaining Work Zones and Work Zone Reviews.** The WZS shall maintain work zones on a daily basis to ensure safety to the traveling public and the workers; this includes long term work zones that have devices and/or roadway conditions that need to be maintained. If the engineer or a designated MoDOT employee (identified at the preconstruction meeting) notifies the WZS of any safety or traffic delay concerns in the work zone, the WZS shall promptly inspect and work to provide a solution to correct the situation. The WZS shall have personnel reviewing traffic control devices daily and any temporary lane drop traffic control devices for initial set up and during the operation. Missing, damaged or over-turned traffic control devices

shall typically be corrected without the need for direction by the engineer. The WZS is responsible to assure all traffic control devices are maintained in accordance with EPG standards. The WZS is responsible to ensure the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. The WZS and engineer shall submit one joint weekly technical review of work zone operations identifying any concerns present and the corrective actions taken. Reviews may be subjected to unannounced inspections by the engineer to corroborate the validity of the ratings. The engineer and WZS will be notified of the results.

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

## **2.0 Traffic Management Schedule.**

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

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

### **2.3.1 Traffic Safety.**

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

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

## **3.0 Work Hour Restrictions.**

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

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

**3.2** The contractor shall not perform any construction operation on the roadway during holiday periods specified in the contract documents.

**4.0 Detours and Lane Closures.**

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

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

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

D. UTILITIES

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

<u>Utility Company</u>	<u>Known Required Adjustment</u>
Doug Davin KCP&L 1300 SE Hamblen Rd. Lee's Summit, MO 64063 Phone: (816) 347-4320	None



Chris Collins  
Missouri Gas Energy  
7500 E. 35<sup>th</sup> Street  
Kansas City, MO 64129  
Phone: (816) 969-2234  
None

Craig Young  
Google Fiber  
4049 Pennsylvania Ave., Suite 300  
Kansas City, MO 64111  
Phone: (870) 219-5630  
Email: [CraigYoung@google.com](mailto:CraigYoung@google.com)  
None

Reza Zonnooz  
City of Kansas City Water  
Services Dept.  
4800 E. 63<sup>rd</sup> Street  
Kansas City, Mo. 64130  
Phone: (816) 513-0309  
None

Darren Ostrom  
AT&T  
Phone: (913) 383-4936  
Phone: (816) 223-7546  
Email: Do7374@att.com  
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-09-01V

***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  $\pm 0.01$  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.

<b>Tack Coat Application Rates</b>	
<b>Surface Type</b>	<b>Minimum Application Rate (Gal. per sq. yd.)</b>
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.

***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. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Allan Ludiker, P.E.  
Transportation Project Manager  
Kansas City District  
600 NE Colbern Road,  
Lee's Summit, MO 64086  
Telephone Number: (816) 607-2267  
Email: Allan.Ludiker@modot.mo.gov

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

Missouri Highway Patrol (816-622-0800)  
Jackson County Sheriff (816-541-8017)  
Emergency 911

Non-Emergency Numbers

City of Kansas City  
Fire: 816-924-1700  
Police: 816-234-5000

**2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency

**2.2** The Contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the Contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the Engineer on the status of incident management.

**3.0 Basis of Payment.** No direct pay will be made to the Contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

H. PAVEMENT MARKING LOG

**1.0 Description.** The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans. At ramp entrance and exit locations, where dotted white lines will be placed, the contractor shall follow the standard plans for dotted lines placement and not build to logs.

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

I. CONTRACTOR RETAINED GUARDRAIL JSP-04-11

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

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

J. 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](http://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](http://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:

<b>Violation</b>	<b>Stipulated Penalty Amount</b>
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.

K. CONTRACTOR QUALITY CONTROL AND DAILY REPORTING

**1.0** The contractor shall perform Quality Control (QC) testing and reporting 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.

**3.3 Contractor Daily Work Reporting.** The contractor shall submit to the engineer a Contractor Daily Work Report (CDWR) for each calendar day that work is performed. The CDWR shall include all information listed in 3.3.2.

**3.3.1** The CDWR information may be provided on the MoDOT-provided form or an approved contractor form. Each CDWR shall be digitally signed by the contractor and uploaded to the MoDOT SharePoint® site no later than two (2) business days following the end of each week.

**3.3.2** CDWR information:

- (a) Date and Contract Identification Number
- (b) Weather conditions, rainfall amounts, high/low ambient temperatures
- (c) List of subcontractors who performed work
- (d) Description of all work performed, including general location (ex. Sta, offset, log mile, etc.), and any testing performed.
- (e) Date range of days when no work was performed since the previous DWR
- (f) Pertinent traffic control information (changes, delays, accidents, etc.)
- (g) Statement: "All items installed meet or exceed contract requirements."

#### **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. Discussion topics should include: safety precautions, QC testing, traffic impacts, and any required Hold Points.

**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.

L. FERTILIZING, SEEDING, AND MULCHING

**1.0 Description.** All disturbed areas will be fertilized, seeded and mulched as directed by the engineer.

**2.0 Fertilization.** In accordance with Section 801 of the Standard Specifications, the contractor shall apply the following to the appropriate areas at the rates specified of application of soil neutralization and commercial fertilizer for this project.

<u>Item</u>	<u>Lbs. / Acre</u>
Lime	500
Nitrogen (N)	40
Phosphorus (P <sub>2</sub> O <sub>5</sub> )	40
Potash (K <sub>2</sub> O)	40

**3.0 Seed.** In accordance with Section 805 of the Standard Specifications, the following mixture shall be applied at the rate specified for this project.

<u>Cool Season</u> <u>Seeding Mixture</u> (all locations)	<u>Pure Live Seed</u> <u>lbs. / Acre</u>
Tall fescue	80 lbs.
Annual ryegrass	10 lbs.
Perennial ryegrass	5 lbs.
White clover	5 lbs.
Oats	10 lbs.
Total	110 lbs. / acre

**4.0 Mulch.** In accordance with Section 802 of the Standard Specifications, mulch overspray shall be applied for this project.

**5.0 Basis of Payment.** All accepted work and materials for seeding, fertilizing and mulching shall be considered included in and completely paid for by the contract unit price for Item No. 805-10.00A, Seeding – Cool Season Mixtures, per acre.

M. DBE PROGRAM REQUIREMENTS NJSP-15-41A

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

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

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

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number, or lift number, along with project specific information which shall include contract number, job number, county and route.

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

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

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

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

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

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

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

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

## **N. ELECTRONIC INFORMATION FOR BIDDER'S AUTOMATION JSP-05-05A**

**1.0 Electronic Information.** Electronic information, consisting of survey and design information including but not limited to 3-dimensional design models, cross-section models, alignment data, and plan view geometry, does not constitute part of the bid or contract documents. This electronic information will be distributed with the cross-sections or upon the contractor's request. This information, used for project design and quantity estimation purposes, is provided for the bidder's use in automation of bid estimating, contractor furnishing staking, automated machine guidance and other construction methods if provided in the contract. This information shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve a bidder or contractor from the



responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgment of the bidder or contractor. The bidder or contractor shall assume the risk of error if the information is used for any purposes for which the information was not intended. The Commission makes no representation as to the accuracy or reliability of the information, since the information may not be representative of the sealed contract documents. Any assumption the bidder or contractor may make from this electronic information is at the bidder or contractor's risk; none are intended by the Missouri Highways and Transportation Commission. The bidder or contractor assumes the sole risk of liability or loss if the bidder or contractor does rely on this electronic information to its detriment, delay or loss.

O. OPTIONAL PAVEMENTS JSP 06-06F

**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.

**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. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

**2.3** The grading shown on the plans was designed for the thicker pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

**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, pavement, per square yard.

P. TEMPORARY PAVEMENT MARKING

**1.0 Description.** This work shall consist of installing and maintaining temporary pavement marking on the project.

**2.0 Materials.** Materials for Temporary Pavement Marking shall be in conformance with Section 1048.

**3.0 Construction Requirements.** Reflectivity shall be maintained throughout the construction of the project. If reflectivity of the pavement marking is found to be deficient the contractor shall bring the temporary pavement marking back into compliance.

**3.1** The contractor can use either temporary marking tape or temporary marking paint, but if the contractor chooses to use paint the pavement shall not be scarred upon removal.

**4.0 Method of Measurement.** Measurement for Temporary Pavement Marking will be made to the nearest linear foot.

**5.0 Basis of Payment.** Payment for TEMPORARY PAVEMENT MARKING as described in this provision will be made at the contract unit price for the following pay item:

- 620-99.03, Temporary Pavement Marking 4 in., white, per linear foot
- 620-99.03, Temporary Pavement Marking 4 in., yellow, per linear foot
- 620-99.03, Temporary Pavement Marking 24 in., yellow, per linear foot

Q. DROP INLET CLEANOUT

**1.0 Description.** This work shall consist of cleaning out the drop inlets. Drop inlets may be cleaned out by hand, mechanical, water or other approved method. The chosen method of drop inlet cleanout shall be approved by the engineer.

**2.0 Requirements.** The contractor shall be required to contain any sedimentation and/or potential pollutants and prevent them from flowing into receiving streams, rivers, or downstream storm drainage. Sediment materials collected shall be disposed of, by the contractor, in a manner so as not to damage or pollute any adjacent or downstream property.

**3.0 Method of Measurement.** Drop inlet cleanout shall be measured per each.

**4.0 Basis of Payment.** Drop inlet cleanout shall be paid under the contract Item Number 604-99.02, Drop Inlet Cleanout, per each. The Drop Inlet Cleanout pay item shall include all material, equipment, dispose of flushed sediment, trash, or other pollutants, labor and any other incidental work associated with the drop inlet cleanout.

R. LIQUIDATED DAMAGES FOR WINTER MONTHS

**1.0 Description.** Revise Sec 108.8.1.3 (a) and (b) and substitute the following for the project:

Job No.: J4S3148

Route: W

County: Jackson

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.



## MEMORANDUM


Missouri Department of Transportation  
Construction and Materials  
Central Laboratory

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**TO:** Regina Shipley-KC/de

**COPY:**

**FROM:** Frank Reichart   
Environmental Chemist

**DATE:** February 3, 2016

**SUBJECT:** Materials  
Asbestos Inspection & Heavy Metal Paint Survey  
Route W  
Job No. N/A  
Bridge# A2352R1 EB & WB  
Jackson 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

TO: Shipley-KC/de

Page 2

February 3, 2016

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/kansas city \(kc\)/fr1602018 a2352r.docx](http://sharepoint/systemdelivery/cm/chemicallab/environmental/shared/documents/asbestos/districts/kansas%20city%20(kc)/fr1602018%20a2352r.docx)

Attachments














## MEMORANDUM

Missouri Department of Transportation  
Construction and Materials  
Central Laboratory

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**TO:** Regina Shipley-KC/de

**CC:**

**FROM:** Frank Reichart   
Environmental Chemist, Lead License #110506-300003364

**DATE:** January 25, 2016

**SUBJECT:** Materials  
Job No. N/A  
W/Jackson County  
Bridge A-2352R1 WB

On October 2, 2013, a field check of the paint system was performed on the subject bridge. TMS paint data shows System A paint, applied in 1971. The field check verified the information found in TMS.

The existing paint system is lead-based paint (LBP). Therefore the redecking project as well as any painting project will be subject to DHSS notification and regulation.

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

Should you have any questions, feel free to call me at (573) 526-4359.

fr/dr

[http://sharepoint/systemdelivery/cm/chemicallab/environmental/shared documents/asbestos/districts/kansas city \(kc\)/lbp a2352r1 wb.docx](http://sharepoint/systemdelivery/cm/chemicallab/environmental/shared/documents/asbestos/districts/kansas%20city%20(kc)/lbp%20a2352r1%20wb.docx)














## MEMORANDUM

Missouri Department of Transportation  
Construction and Materials  
Central Laboratory

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Environmental Chemist, Lead License #110506-300003364

**DATE:** January 25, 2016

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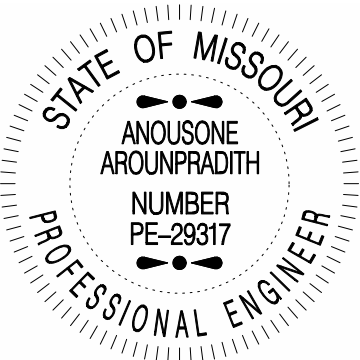
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 <p>STATE OF MISSOURI ANOUSONE AROUNPRADITH NUMBER PE-29317 PROFESSIONAL ENGINEER</p> <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65101 Phone (888) 275-6636</p>
	<p>If a seal is present on this sheet, JSP's has been electronically sealed and dated.</p>
	<p>JOB NO. J4S3148 Jackson County, MO Date Prepared: 12/1/2016</p>



JOB SPECIAL PROVISIONS (BRIDGE)

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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 in the bridge electronic deliverables zip file for informational purposes only.

**2.1** In order to assure the least traffic interference, the work shall be scheduled so that a structure closure is for the absolute minimum amount of time required to complete the work. A 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** Qualified special mortar shall be a qualified rapid set concrete patching material in accordance with [Sec 704](#). A qualified rapid set concrete patching material will not be permitted for repairing concrete deck (half-soling), deck repair with void tube replacement, full depth repair, modified deck repair and substructure repair (formed) unless a note on the bridge plans specifies that a qualified special mortar may be used.

**2.3** 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
A2352 EB	Composite
A2352 WB	Composite

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

**2.5** 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.

**2.6** 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.

**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. OPEN CELL FOAM JOINT

**1.0 Description.** This work shall consist of providing and installing an open cell foam joint system. The system shall be supplied and installed in accordance with the plans, this specification and the manufacturer's requirements.

JOB SPECIAL PROVISIONS (BRIDGE)

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**2.0 Materials.**

**2.1 Acceptance.** All material will be inspected and accepted in accordance with this specification and [Sec 106](#). *Emseal BEJS is a pre-qualified product.*

**2.2 Joint System Components.** All components of the system shall be supplied by one manufacturer. The joint system shall be comprised of the following 3 components.

1. Cellular polyurethane foam impregnated with 100% hydrophobic polymer, water based emulsion and factory coated, on the roadway surface, with highway-grade, fuel resistant silicone.
2. Field-applied epoxy adhesive primer.
3. Field-applied silicone sealant bands that seal the gap between the edge of the deck and the silicone topping on the joint.

**2.3 General Movement Requirements.** The seal shall have a working range of 50% in tension and 50% in compression. Changes in plane and direction shall be executed using factory fabricated watertight transition assemblies on inside and outside corners for 45 degrees and 90 degrees.

**2.4 Seal Properties.** The seal shall be able to meet the following properties:

Property	Requirement
Temperature Service Range, ASTM C 711	-40° F to 185° F
Bleeding	None at 180° F @ 50% compression for 3 hrs
UV Resistance, ASTM G 155	No Changes at 2000 hrs
Polymer impregnation agent	Free of any waxes or asphalts

**2.5 Adhesive Properties.** The epoxy adhesive shall be a 100% solids, two component moisture sensitive modified epoxy adhesive which meets ASTM C 881.

**2.6 Sealant Properties.** The silicone sealant shall be a one part, cold applied chemically curing silicone joint sealant which meets ASTM D 5893.

**3.0 Construction Requirements.** The contractor shall have a manufacturer's representative on site for the joint installation. The representative shall be responsible for ensuring the surface preparation and joint installation are done in accordance with the manufacturer's requirements.

**4.0 Method of Measurement.** Final measurement will not be made except for authorized changes during construction or where significant errors are found in the contract quantity. The open cell foam joint will be measured to the nearest linear foot based on measurement from roadway face of curb to roadway face of curb along the centerline of the joint. No measurement will be made of portions of the joint that extend past the roadway face of curbs.

**5.0 Basis of Payment.** Open cell foam joint, including all material, coating, equipment, labor, fabrication, installation and any other incidental work necessary to complete this work, will be paid for at the contract unit price for Open Cell Foam Joint.