ZORA STREET & DUQUESNE ROAD INTERSECTION IMPROVEMENTS

CITY OF JOPLIN, MO

602 S. MAIN STREET
JOPLIN, MO 64801

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NOTICE TO CONTRACTORS

Notice is hereby given that the Director of Public Works of the City of Joplin, Missouri, will accept sealed bids for the following improvements in the City of Joplin, Missouri:

ZORA STREET & DUQUESNE ROAD INTERSECTION IMPROVEMENTS

Project generally consists of intersection improvements at the intersection of Zora Street and Duquesne Road including, but not limited to, a new roundabout, concrete pavement, curb and gutter, roadway widening, storm sewer improvements, pavement markings, erosion control, traffic control, lighting and other appurtenances required for a complete project.

Approximate Base Bid quantities: 4400 square yards of concrete pavement, 300 linear feet of curbing, 1,000 linear feet of storm pipe.

Copies of the plans and specifications are on file and may be examined on the City's website. **Sealed bids must be in the hands of said Director of Public Works before 10:00 a.m. on the 23rd day of May, 2024**. Bids will be opened and read aloud by the Director of Public Works in the 4th floor Engineering Conference Room at that time. **A mandatory pre-bid meeting will take place on May 9th, 2024, starting at 2:00 p.m in the 5th floor study at City Hall.**

Specifications will follow current City Standards. These standards can be downloaded online by clicking on the link at the bottom of the page at: https://www.joplinmo.org/ or a copy may be viewed in person at 602 S. Main Street, 4th floor.

Wage rates for this project shall be in accordance with the most current wage rate determination made by the Industrial Commission of Missouri on file in the Department of Public Works. Contractor will use the Division of Labor Standards Form LS-57 to report all wages.

Missouri Law, 292.675 RSMO, requires the awarded contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and industrial relations as a qualified substitute) for their on-site employees (Laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement), The awarded contractors and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include contractor forfeiture to the City of Joplin in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO

The successful bidder will have to sign an agreement that they are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

Payment for this project will be made to the contractor in cash.

A bid bond for five percent of the total bid amount must accompany each bid. The successful bidder will be required to furnish an indemnity bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The Director of Public Works reserves the right to reject any or all bids.

The City of Joplin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement Disadvantaged Business Enterprises 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, sex, or national origin in consideration

for an award. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly called to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

1. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Joplin, MO. **Provide the Bidder name, address, number, county, route and project name and number on the outside of the envelope.**

2. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.

3. Acknowledge the receipt of addenda on Bid Form (Note: The "BID FORM" and "ITEMIZED BID FORM" are one document and shall be submitted together). The addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

4. For paper bids submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.

5. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

****

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.

1. Not signing the bid
2. Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
3. Not providing a bid bond
4. Using pencil to fill out the bid
5. Using white out to make corrections to the itemized bid sheets
6. Not initialing changes made

****

All questions concerning the bid document preparation can be directed to the Engineer, Olsson, Inc. – Jonathan Peitz, PE at jpeitz@olsson.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Joplin, MO at (417) 624-0820 or through Missouri Relay System, TDD 1-800-735-2966, **at least five (5) working days prior to the bid opening**.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

   The City of Joplin (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. The envelopes containing the bids must be sealed, addressed to the City of Joplin, 602 S. Main Street, Joplin, Missouri and designated as bid for **ZORA STREET & DUQUESNE ROAD INTERSECTION IMPROVEMENTS.**

   The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within **ninety (90)** days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the required BID form, included as part of these specifications, and accompanied by:

   A. Acknowledgement of receipt of all addenda issued (if any).

   B. a bid bond payable to the Owner for five percent (5%) of the total amount of the bid.

   C. A copy of the signed Anti-Collusion form.

   All blank spaces for bid prices must be filled in, in ink or typewritten, in figures, and the foregoing Certifications must be fully completed and executed when submitted.

3. Pre-Bid Meeting: **See Notice to Contractors for any pertinent information**.
4. Subcontracts: The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract must be acceptable to the procurer.
5. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
6. Method of Bidding: The Owner invites the following bid(s): Unit Price submission for the project in compliance with project drawings, specifications and contract documents. The OWNER reserves the right to add or subtract quantities from the Project Contract at the Unit Prices submitted, as necessary.
7. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
8. Bid Security: Each bid must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.
9. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to

execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

10. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within ONE HUNDRED TWENTY (120) consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $3,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

11. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

12. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

    Every request for such interpretation should be emailed to Project Engineer and to be given consideration must be received **at least five (5) days prior** to the date fixed for the opening of bids. Interpretations, supplemental instructions or clarifications considered necessary by the Engineer in response to such questions will be issued in the form of written addenda to the contract documents and specifications which, if issued, will be posted to the City of Joplin Website on the www.Joplinmo.org webpage, not later than three days prior to the data fixed for the opening of bids. Questions received less than (5) days prior to the date for opening of bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

13. Security for Faithful Performance: Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

14. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

    A. Inspection and testing of materials.

    B. Insurance requirements.

    C. Wage rates.
    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. The applicable state wage rates for this contract are detailed in “Annual Wage Order 30”, that is attached to this bidding document. 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.

    D. Stated allowances.

16. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

17. Method of Award:
    A. Lowest Qualified Bidder
       The contract is typically awarded based on the lowest qualified bidder's Total Contract Bid Amount, provided that it does not exceed the amount of funds then estimated by the Owner as available to finance the contract. Award of the contract shall be in conformance with the City's Procurement Policy, which is typically based upon the lowest responsive, responsible bid submitted for the Total Contract Bid Amount.

18. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.

    A. Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation if a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

19. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

    A. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
    B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
    C. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

20. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (l 0) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to procure documentation or be subject to removal from the project.

21. Contractor's Responsibility for Subcontractors:

    A. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

B. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

C. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

22. Antidiscrimination: The Contracting Authority hereby notifies all bidders that it will affirmatively ensure that in any contract entered in pursuant to this advertisement, business 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.

23. Lead Contaminated Materials: As of January 1, 2023, the City no longer pays for contaminated materials to be hauled to specific repository sites. If a contractor requests the City to test excavated materials for heavy metals concentrations, City staff will provide that testing free of charge, based on availability of the City's XRF gun. (The City will endeavor to respond immediately to the job site, so as not to cause delays to the contractor's work.) If such testing yields a determination that the concentration levels of heavy metals (lead, zinc, cadmium, etc.) exceeds acceptable limits, then the contractor shall be responsible for properly disposing of said materials at a site chosen by the contractor. Proper disposal of such materials means to either cap the material with clay, or to blend it with non-contaminated soils such that the resultant concentration is lower than acceptable limits. If the contractor elects to cap contaminated soils on another site, the thickness of the clay cap is dependent upon the likely use of the site.

BID FORM

CITY OF JOPLIN ZORA STREET & DUQUESNE INTERSECTION IMPROVEMENTS

TO: DIRECTOR OF PUBLIC WORKS

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with City of Joplin, MO in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Bid Form, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of City of Joplin, MO Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.
2. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
3. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
4. BIDDER is aware of the general nature of Work to be performed by City of Joplin, MO and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. BIDDER has given CITY OF JOPLIN written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY OF JOPLIN is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over City of Joplin, MO.

BIDDER will complete all work on the described project for the City of Joplin, MO in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this

proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.

Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the City of Joplin, MO to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.

Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4 In submitting this bid, it is understood that the right is reserved by the City of Joplin, MO to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Joplin, MO or any of its boards or agencies, and that no salaried officer or employee of the City of Joplin, MO has any financial interest, direct or indirect, in this Contract. The City of Joplin, MO will award the bid to the lowest, responsive, responsible bidder.

Note 6 The scope of the work to be performed under the various unit price items of the contract proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.

Note 7 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Contractor Furnished Construction Staking and Surveying	LS	1		
3	Clearing & Grubbing / Tree & Brush Removal	LS	1		
4	Demolition & Removal	LS	1		
5	Building Demolition	LS	1		
6	Seeding, Fertilizing and Mulch	SY	5047		
7	Silt Fence	LF	971		
8	Curb / Inlet Protection	EA	9		
9	Alternate Ditch Check	LF	126		
10	Unclassified Excavation	CY	2600		
11	Embankment	CY	1250		
12	Imported Fill	CY	100		
13	Removal of Unsuitable Material	CY	100		
14	Backfill of Unsuitable Material	CY	100		
15	8" MoDOT Type 5 Aggregate Base	SY	6921		
16	18" MoDOT Type 5 Aggregate Base	SY	879		
17	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	132		
18	Asphaltic Concrete Base (8") (MoDOT Bituminous Base)	TONS	530		
19	Asphalt Tack	GAL	188		
20	Asphalt Primer	GAL	1177		
21	10" Concrete Pavement (Roadway)	SY	4368		
22	10" Concrete Pavement (Truck Apron) (Red Tint)	SY	497		
23	6" Concrete Splitter Island (Red Tint) (Pinned On)	SY	348		
24	6" Concrete Center Island	SY	531		
25	Standard Curb & Gutter	LF	561		

26	1' MoDOT Type B Integral Barrier Curb	LF	2386		
27	1' Truck Apron Curb	LF	352		
28	1' Upright Curb (MoDOT Modified Type F) (Roundabout Center)	LF	251		
29	Commercial Driveway Construction (8" Concrete) (Incl. 4" MoDOT Type 5 Agg. Base)	SY	931		
30	Residential Driveway Construction (6" Concrete) (Incl. 4" MoDOT Type 5 Agg. Base)	SY	77		
31	6" MoDOT Type 1 Aggregate Surface	SY	237		
32	Type C Inlet 5'x3' I.D.	EA	3		
33	Type C Inlet 5'x4' I.D.	EA	2		
34	Type C Inlet 5'x5' I.D.	EA	1		
35	Area Inlet 3'x3' I.D.	EA	1		
36	Area Inlet 4'x4' I.D.	EA	2		
37	15" Class III RCP (including trenching, bedding, backfill, gaskets, and concrete collars)	LF	167		
38	18" Class III RCP (including trenching, bedding, backfill, gaskets, and concrete collars)	LF	79		
39	24" Class III RCP (including trenching, bedding, backfill, gaskets, and concrete collars)	LF	166		
40	30" Class III RCP (including trenching, bedding, backfill, gaskets, and concrete collars)	LF	532		
41	15" RCP FES (including trenching, bedding, backfill, gaskets, and concrete collars)	EA	2		
42	30" RCP FES (including trenching, bedding, backfill, gaskets, and concrete collars)	EA	1		
43	Concrete Ditch Liner	SY	38		
44	Rock Blanket	SY	12		
45	Removal & Resetting Existing Signs	LS	1		
46	Permanent Signage W2-6	SF	36		
47	Permanent Signage W13-1P	SF	9		
48	Permanent Signage OM1-3	SF	9		
49	Permanent Signage R1-2	SF	64		
50	Permanent Signage R6-4A	SF	32		
51	Permanent Signage D3-1	SF	15		

52	Permanent Signage Post	EA	20		
53	Changeable Message Sign (Contractor Furnished)	EA	5		
54	Traffic Control Signage W20-1	SF	18		
55	Traffic Control Signage W20-3	SF	36		
56	Traffic Control Signage R11-2	SF	50		
57	Traffic Control Signage R11-4	SF	40		
58	Traffic Control Signage G20-2	SF	18		
59	Traffic Control Type III Barricade	EA	8		
60	Traffic Control Temporary Sign Post	EA	12		
61	Pavement Marking Removal	LF	540		
62	4" SolidYellow Lane Line	LF	4093		
63	4" Broken Yellow Lane Line	LF	100		
64	4" Solid White Edge Line	LF	871		
65	12" Solid White Pavement Marking	LF	90		
66	12" Yellow Pavement Marking (Includes Splitter island face and top striping)	LF	754		
67	12" Broken White Pavement Marking	LF	115		
68	24" Yellow Pavment Marking ((Diagonal Lines)	LF	115		
69	18"x12" Solid White Yield Marking	EA	25		
70	Truncated Domes	SF	84		
71	27.5' Aluminum Pole, 30' Mounting Height	EA	9		
72	Street Light Foundation	EA	9		
73	Cobra Head Luminaire (240V), 140 Watt Led, Type III	EA	9		
74	Bracked Arm, 8' Length W/ 2'6" Rise, Single Arm	EA	9		
75	Power Pedistal-Pad Mounted, 4-Circuit	EA	1		
76	Pedestal-Pad Foundation	EA	1		
77	Type II Junction Box	EA	6		

78	2" Schedule 40 PVC Conduit (Lighting)	LF	1010		
79	3" Schedule 40 PVC Conduit (Controller to Transformer)	LF	150		
80	3-1c #1/0 RHH/RHW/USE CU (Power)	LF	200		
81	3-1c #4 USE CU w/1-1c#6 Bare CU (Distribution)	LF	1070		
82	1-2c #14 THHN (Pole & Bracket)	LF	378		
83	Fused Connector Kit w/8 Amp Fuse	EA	18		
84	Unfused Connector	EA	9		
85	Multitap Connector	EA	27		
86	Ground Rod (1/2"X10')	EA	10		
87	Breakaway Pole Device	EA	9		

BASE BID TOTAL = _____

CONTRACTOR INFORMATION

Contractor: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Total Base Bid: Proposal for the Construction of Joplin, MO ZORA STREET & DUQUESNE ROAD INTERSECTION IMPROVEMENTS (to agree with the "ITEMIZED BID FORM")

$_____(in numbers)

$
_____(
in words)

(In case of discrepancy, the amount shown in words will govern)

Contractors acknowledges receipt of Addenda No(s): _____

Signature: _____

Title: _____

Date: _____

BID BOND

PLACEHOLDER

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

_____being first duly sworn, deposes and says that he is

_____

(Title of Person Signing)

Of _____

_____

Name of Bidder

That all statements made and facts set out in the proposal for the above project are true and correct: and the bidder (The person, firm, association or corporation make said bid)

Has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the said bid or any contact which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

Sworn to before me this _____day of _____20_____.

_____

Notary Public

My Commission Expires _____

AFFIDAVIT OF COMPLIANCE

Section 285.530.2

State of Missouri)
) ss
County of_____)

Now this_____day of _____, 20_____, the undersigned, being first duly sworn, deposes and says:

- I am more than 18 years of age.
- I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations

  Director of_____.
  (Name of Corporation, LLC, Sole Proprietorship, or Partnership)
- I am authorized to make this affidavit on behalf of_____.
  (Name of Business Entity, Same as Above)
- I state and affirm that_____is enrolled and is currently
  (Name of Business Entity, Same as Above)
  participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
- Further, _____does not knowingly employ any person
  (Name of Business Entity, Same as Above)
  who is unauthorized alien.
- Further, _____has performed an electronic verification
  (Name of Business Entity, Same as Above)
  check as described above on all workers hired since January 1, 2009, or obtained documents required for completion of a Federal I-9 Form before it began participating in E-Verify.
- Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

_____
(Authorized Agent, Partner, Owner, or Officer)

If business has a Human Relations Director or equivalent, that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

_____

(Human Relations Director)

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo, Supp. 2008.

FURTHER, THE AFFIANT SAYETH NOT

_____

(Signature)

On this_____day of_____in the year 20_____, before me,

a Notary Public in and for said State, personally appeared_____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

_____

(Notary Public)

My Commission Expires: _____

SUBCONTRACTOR DISCLOSURE FORM

SUBCONTRACTOR DISCLOSURE FORM: The bidder shall submit with this bid any subcontracts without limitation on the contract amount or subcontract amount in accordance with Sec 102 as follows:

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. Enter "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" pages with the Contracting Authority on or before 4:00 p.m. of the third business day after the bid opening date, directly to Director of Public Works, 602 S Main Street, Joplin, MO 64801. Telefax transmittal to Director of Public Works will be permitted at fax no.(417) 625-4738. The complete signed original documents do not need to be mailed to the City of Joplin, but the bidder shall have it available if requested by the City of Joplin.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	DOLLAR VALUE of SUBCONTRACT	CATEGORY OF WORK

Company Date By (Signature) Title

By (Please Print name of person signing)

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: City of Joplin Zora Street & Duquesne Road Intersection Improvements
County: Jasper

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

- Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.

- Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.

- Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:_____

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed $10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000 41 CFR Part 60- 1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company: _____

By:_____

Date:_____

Title: _____

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Zora Street & Duquesne Road Intersection Improvements

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. **Prevailing Wages**. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of

the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $_____ (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
c. Does not have a proposed debarment or suspension pending.
d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. **Contractor's responsibility for subcontractors**. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $3,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. **Termination for Convenience of City**. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. **Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and

warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal

g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit

to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By:

_____

___

Printed Name:

_____

Title:

_____

__

CITY OF JOPLIN, MISSOURI

By:

_____

Daniel Johnson, P.E.
Public Works Director

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Contractor:

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
620 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of XXXXXXXXXXXXXX and no/100 Dollars ($XXX,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Zora Street & Duquesne Road Intersection Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically

and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Contractor:

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of XXXXXXXXXXXXXXXXXX and no/100 Dollars ($XXX,000.00)in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Zora Street & Duquesne Road Intersection Improvements

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) _____and I am the _____(Title)

_____of _____(Company Name) _____.
I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

CERTIFICATION FOR PAYMENT

Project: Zora Street & Duquesne Road Intersection Improvements

CONTRACTOR

APPLICATION NO:
PERIOD FROM:
PERIOD TO:

CURRENT PAYMENT REQUESTED BY CONTRACTOR

AMOUNT CERTIFIED

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Contractor certifies that the work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents and is entitled to payment of the AMOUNT CERTIFIED.

CONTRACTOR

BY _____

CITY OF JOPLIN, MISSOURI

_____
INSPECTOR

_____
PROJECT MANAGER

_____
ASSISTANT PUBLIC WORKS DIRECTOR

_____
PUBLIC WORKS DIRECTOR

DETAILED REQUEST MUST ACCOMPANY THIS CERTIFICATION

DATE_____

1.	Original contract amount		$	
2.	Net Change Orders (+ or -)		$	
3.	Current Contract Price		$	
4.	Total Completed and stored to date:		$	
5.	Retainage (per agreement)			
5.1	5% of Line 4	$		
5.2	5% of stored material	$_____		
6.	Total completed and stored to date less retainage		$	
7.	Less Previous Payments		$	0.00
8.	**DUE THIS APPLICATION**		$	

Accounting Information Only:

_____ Engineering Fee
_____Release Prior Retainage

FINAL WAIVER OF LIEN

STATE OF MISSOURI

COUNTY OF

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1)_____

to furnish (2)_____

for the premises known as (3)_____

of which(4)_____is the owner.

The undersigned, for and in consideration of (5)$_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, ,fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under_____ hand and seal this _____ of _____ 20____

Signature and Seal: (7)_____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth if waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI

COUNTY OF

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn deposes and says that he is (8)_____ of the

(10)_____ who is the contractor for the (11)_____

work on (12)_____ owned by

(13)_____ That the total amount of the contract including extras is

(14)$_____ on which he has received payment of (15)_____prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____day of _____.20____

Signature: (17)_____

Subscribed and sworn to before me this _____ day of_____20____

Signature: (18)_____

WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner

2. Name the trade (electric, Plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures

6. The date signed

7. The sub-contractor's signature and company name

8, 9 & 10. The name of the sub-contractor signing the waiver his corporate title, and the name of his company

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amt. Paid prior to this draw

16. If material delivered to site by a material supplier, list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e. The contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: if a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

APPENDIX A:

JOB SPECIAL PROVISIONS

<table>
<tr>
<td>Jonathan Peitz
2024.04.26 15:57:25-05'00'

</td>
<td>CITY OF JOPLIN
602 S MAIN STREET
JOPLIN, MO 64801
Phone 417-624-0820</td>
</tr>
<tr>
<td rowspan="4"></td>
<td>OLSSON
1027 S MAIN STREET
SUITE 503
JOPLIN, MO 64801
Certificate of Authority: 001592
Consultant Phone: 417-781-0643</td>
</tr>
<tr>
<td>If a seal is present on this sheet, JSP’s have been electronically sealed and dated.</td>
</tr>
<tr>
<td>JOB NUMBER: D17-0642
JASPER COUNTY, MO
DATE PREPARED: 03/15/2024</td>
</tr>
<tr>
<td>ADDENDUM DATE:</td>
</tr>
<tr>
<td colspan="2">Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</td>
</tr>
</table>

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Job Special Provisions

General Job Special Provisions	JSP-0400-01
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Contractor Furnished Construction Staking & Surveying	JSP-0400-04
Erosion & Sediment Control	JSP-1000-01
Clearing & Grubbing / Tree & Brush Removal	JSP-1100-01
Demolition & Removal	JSP-1100-02
MoDOT Type 5 Aggregate Base	JSP-1400-01
MoDOT Type 1 Aggregate Surface	JSP-1400-02
Permanent Signing	JSP-2300-02
Adjustment of Manholes & Valves	JSP-2300-03
MoDOT Rock Lining for Culvert Outlet	JSP-2303-01
Truck Apron	JSP-3100-01
Splitter Island	JSP-3100-02
Concrete Curb & Gutter	JSP-3200-01
Concrete Ditch Liner	JSP-4200-01
Traffic Control	JSP-6700-01
MoDOT Erosion & Sediment Control	MoDOT-806

JOB SPECIAL PROVISION JSP-0400-01
GENERAL JOB SPECIAL PROVISIONS

1.0 COORDINATION OF CONTRACT DOCUMENTS

The contract documents are essential parts of the contract, and a requirement occurring in one shall be as binding as though occurring in all. Contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy among contract documents, the governing ranking will be:

(a) Agreement
(b) Job Special Provisions
(c) General Conditions
(d) Project Specific Drawings
(e) Special Provisions to City of Joplin, Standard Specifications
(f) City of Joplin, Standard Specifications
(g) Standard Drawings
(h) Bid Items or Quantities
(i) All other sections of the contract documents

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the contract documents. If an error or omission is discovered, the engineer shall be notified promptly so corrections and interpretations necessary to fulfill the intent of the contract can be made. A failure to give notice shall render the effects of any error or omission non-compensable and any delay non-excusable.

2.0 CONSTRUCTION VIDEO AND PHOTOGRAPHY

2.1 SCOPE

Furnish all labor, materials and equipment necessary to provide high quality color digital audio/video recording and digital photographs of the Project site surface conditions as specified herein. Furnish to the Engineer an original and one copy of a continuous high quality color audio/video DVD recording of surface conditions along the entire route of the proposed Work. Furnish to the Engineer high quality color digital photographs on data storage media device.

The video recording and photographs shall be taken:

- Prior to any construction activity.
- After completion of all construction activities.

The Engineer reserves the right to reject audio/video DVD recordings and digital photographs which do not conform to the project specifications. This includes, but is not limited to, poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD recording or digital photographs rejected by the Engineer will be re-recorded/re-photographed at no cost to the Owner. Under no circumstances shall

construction begin until the Engineer has received and accepted the audio/video DVD(s) and photographs.

A qualified, established audio/video recording firm knowledgeable in construction practices and experienced in audio/video recording and photographing of construction projects shall perform the video. If requested, the videographer/photographer shall provide examples of prior work and/or references.

2.2 CONSTRUCTION REQUIREMENTS

The Contractor shall submit the required photos and video prior to the issuance of a Notice to Proceed, during construction as directed by the Engineer, and immediately prior to acceptance of the project. Final payment for the project will not occur until the Contractor has completed this item.

2.2.1 Color Audio/Video and Digital Photography Survey

(1) Coverage shall include, but not be limited to, all existing roadways, sidewalks, fences, curbs, driveways, buildings and structures, ditches, above ground utilities, traffic signal and street light cabinets, landscaping, trees, culverts, headwalls, retaining walls, signage and other physical features located within the zone of influence of the construction. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as Engineer may direct. The coverage may be expanded if Engineer so directs.

(2) All filming or photography will be done during daylight hours. No filming or photography shall be performed if weather is not acceptable, such as rain, fog, snow, etc.

(3) It is the intent of this coverage to accurately and clearly document and define pre-existing, post-construction and/or construction conditions to minimize potential construction claims. Physically mark the excavation areas with highly visible fluorescent paint prior to audio/video recording and photography. The markings shall include stationing information.

(4) The Engineer will have the opportunity to accompany the videographer/photographer.

(5) Sufficient time will be allowed for the Engineer to review the Audio/Video recording and the digital photographs prior to construction.

2.2.2 Audio and Color Video Recording [Viewable on Windows media]

(1) Audio/Video DVDs shall be commercial grade in a standard write protected format. Video system shall have capability of producing hard copy prints of selected individual still frames. Video may be captured originally in Digital Video format, but must be transferred to DVD disc for delivery to the Engineer, and shall be formatted to be played in the Standard Install Windows Media player.

(2) Video recordings shall be divided into multiple segments, and a field log listing those segments shall be provided with the original tapes and DVD discs of all recordings. A visual recording of the field notes and log (listing the videotape segments) shall be included at the end of each respective original recording tape. Items to note on the field log include, but are not limited too, the tract number, street or road viewed, filming start- and stop-times, side (of street) being viewed, point starting from, traveling direction and ending destination point. Written documentation must coincide with the information on the disk so as to make easy retrieval of locations sought for at a later date. All original video field notes and logs (signed by the photographer) shall be released to the Engineer.

(3) Audio/Video recordings shall begin with a verbal description of the current date and time, the Owner's name, Project or Contract name and number, Contractor's name, and location information such as street name, direction of travel, viewing side, etc. Translucent information consisting of the month, day, year and time of recording must appear on the viewing screen on all video recordings, by electronic means. Information appearing on the DVD must be continuous and run simultaneously by the computer generated translucent digital information. No editing or overlaying of information at a later date will be acceptable.

(4) Audio shall be recorded at the same time as the video recording and provide the same information as on the video log sheet. Recordings shall include "continuous" narration identifying the viewing direction, street address or station number location, direction of progress, description of features and the existing condition of improvements or damage within the zone of influence shown on the viewing screen. Identify houses and buildings by house number, when visible, in such a manner that structures of the proposed construction, (i.e. manholes, etc.) can be located by reference. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.

(5) The zone of influence shall be defined as an area within the temporary construction easement or public right-of-way as Drawings indicate, or within 35 feet of the proposed Work. The Contractor shall obtain permission from the owners of private property prior to entering private property for the purpose of filming.

(6) The rate of speed in the general direction of travel during the recording shall not exceed 100 feet per minute. Panning rates and zoom-in and zoom-out rates shall be controlled sufficiently such that during playback, the picture shall be in focus and maintain clarity at all times.

(7) Adequate lighting, to produce the proper detail and perspective, will be required to fill in the shadow area caused by trees, structures, utility poles, road signs, and other such objects in residential areas, or as directed by the Owner's Representative.
(8) Engineering station numbers recorded, if applicable, must be continuous, be accurate and correspond to Project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
(9) All DVDs and cases shall bear labels with the following information:
    a. Disk Number
    b. Owner's Name
    c. Date of Recording
    d. Project Name and Number
    e. Location of Recording

2.2.3 Digital Photography

(1) Photographs shall be captured on digital camera equipment with at least 6-mp memory and delivered on flash drive or portable hard drive. Original digital image files shall have dimensions of 1500 x 2100 pixels or greater and delivered in TIFF format or JPEG format WITHOUT added compression. Each image must be assigned a unique filename that includes the date of photography.
(2) Each digital image file must be delivered with matching descriptive information that accurately describes the direction and location of the individual photograph, plus notation of any noteworthy damage that is not readily visible in the image. This information may not be provided as the (editable) image filename, but must be delivered in a permanent form.
(3) Sufficient digital photographs shall be taken to document existing features such as roadways, sidewalks, fences, curbings, driveways, buildings and structures, ditches, above ground utilities, traffic signal and street light cabinets, landscaping, subdivision monuments, trees, culverts, headwalls, retaining walls, signage and other physical features located within the zone of influence of the construction. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as Engineer may direct. The coverage may be expanded if Engineer so directs.
(4) The zone of influence shall be defined as an area within the temporary construction easement or public right-of-way as Drawings indicate, or within 35 feet of the proposed Work. The Contractor shall obtain permission from the owners of private property prior to entering private property for the purpose of taking photographs.
(5) Adequate lighting, to produce the proper detail and perspective, will be required to fill in the shadow area caused by trees, structures, utility poles, road signs, and other such

objects in residential areas, or as directed by the Owner's Representative.

(6) Engineering station numbers recorded (in the image or as a descriptor), if applicable, must be accurate and correspond to Project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).

2.3 MEASUREMENT AND PAYMENT

The Engineer will not measure the specified work for separate payment.

Payment for the audio/video recordings and photographs shall be subsidiary to the other contract items.

3.0 CONSTRUCTION SCHEDULE

3.1 SCOPE

After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the Engineer before a Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved. The Engineer reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

3.2 GENERAL REQUIREMENTS

A computerized network diagram shall be included in the CPM schedule and shall serve as the 'Master Construction Schedule' for the Project, giving mathematical analysis (printout) of that network, which verifies and validates logic and planning and defines critical path. The approved schedule shall be kept on site with the superintendent and reviewed with Subcontractors each week. The CPM schedule shall be utilized for planning, organizing, and directing the work, for reporting progress, and requesting payment for work completed. The schedule shall be reviewed each week as part of the progress meeting. Abbreviations used in CPM schedules shall be clearly explained in a legend of symbols, either separate or attached.

3.3 SCHEDULE REQUIREMENTS

The CPM schedule shall clearly show sequential interdependencies, with activity duration and float clearly represented. Sequence(s) of activities with no float shall be clearly identified as Critical Path(s). The scheduling system shall be capable of baseline comparison analysis. Upon development and approval of the schedule, the Contractor shall 'freeze' the initial schedule as the baseline schedule. As work progresses, Contractor shall provide graphics displaying actual progress bars versus baseline or target bars. Activity durations shall be in calendar days.

The CPM schedule shall include pre-construction tasks, construction tasks (bid items), shop drawing submittal and approval process, material and equipment ordering and delivery, submittal of as-built drawings, clean up and punchlist, inspection coordination activities, utility relocation, final inspection and certificate

of completion, and final payment. Submittal activities shall be scheduled to allow sufficient time for materials and equipment to be procured and installed, even if the submittal is unacceptable and resubmittal is required. The CPM schedule shall reflect anticipated delays, such as weather delays.

Contractor shall submit the initial schedule, complete revisions, and periodic reports in three hard copies, one reproducible and two prints or plots, and one copy digitally on CD or DVD. This schedule shall include the completed network program consisting of GANTT chart and mathematical analysis within 10 days of the executed contract. Allow 5 days for the Engineer to review. Contractor shall submit the schedule of submittal activities extracted from the master schedule within 10 days after receipt of Notice to Proceed. During the preparation period, Contractor shall review this information with the Engineer.

Submittals to the Engineer of initial and monthly CPM schedule charts shall include three sets of all reports as outlined below. Plots shall be color, blueline, printed or photocopied prints and, if segmentally generated, fully assembled. Highlight the critical path when the critical path is not clearly defined.

The Contractor will participate in the Engineer's review and evaluation of submitted network diagrams and mathematical analysis of diagrams. Resubmit revisions necessary due to review within 5 days after the review. Contractor and major Subcontractors shall review the network CPM schedule before final submittal.

3.4 REPORT FORMATS

Standard set of reports submitted each month including initial submittals shall consist of a GANTT chart of entire project. Progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start/early finish with float clearly defined. GANTT charts shall include a tabulation of each activity. For each activity on the GANTT charts furnish the following:

- Initial/submittal schedule shall include a list of responsible contractors and suppliers, task description, duration, start date, end date, latest start date, latest end date, total slack or float time in calendar days and current schedule bar in Gantt view.

- Progress schedule updates shall include a list of responsible contractors and suppliers, task description, duration, actual start date, actual finish date, percentage completion, remaining duration in calendar days and current schedule bar in Gantt view.

Graphics outlined above shall comply with the following criteria unless noted otherwise:

3.4.1 Sheet size of diagram shall be 11 by 17 inches minimum and time scaled in month as the major timescale and weeks as the minor timescale unless approved otherwise.

3.4.2 On each page include a title block containing the following minimum information;

a. Project Title
b. Project Number
c. Contractor's Business Name
d. Date of Submittal and Revision (The Date shown must clearly show the current preparation date and separately the revision date of the current schedule - this is a hard date entered and not an auto or status date)
e. Submit a separate Legend Page of Symbols and Abbreviations as applicable.

3.4.3 Prepare and submit to the Engineer upon request additional charts, reports, and current digital copy of the project schedule.

3.5 CPM SCHEDULE IMPLEMENTATION AND MOTITORING

Monthly CPM schedule charts and reports shall accompany the Contractor's pay request for work completed. Where the Contractor is shown to be behind schedule, provide accompanying written summary, cause, and explanation of planned remedial action. CPM schedules shall reflect those instances, modifications or other alterations to the schedule, which have an impact on the final completion or interim target dates within the schedule. Payments or portions of payments may be withheld by the Engineer, upon failure to maintain scheduled progress of the work as shown on the approved CPM schedule. Failure to prepare, submit and maintain a CPM schedule as specified shall be cause for rejection of other schedules submitted and for possible delay of payment. Float time belongs to the project, not to the Contractor or to the Engineer, and may be utilized by both parties.

3.6 SCHEDULE CHANGES AND UPDATES

At a minimum the Contractor shall update and submit the CPM Schedule for review weekly. A weekly update is required unless agreed upon by the Engineer. Monthly submittal of the CPM schedule and approval by the Engineer is required prior to payment for work completed. Activities added to the CPM schedule shall be submitted by the Contractor on schedule charts. It is the Engineer's intent that the project be managed and operated according to the CPM schedule. Payment requests may be held up until the CPM schedule is brought back into compliance with the contract documents.

Once the CPM schedule is submitted and approved by the Engineer the Contractor shall identify any modifications to activity durations, logic, values, or descriptions resubmit for approval. Such adjustments shall not impact the contracted completion date.

3.7 MEASUREMENT AND PAYMENT

No measurement or payment will be made for this item. This item shall be subsidiary to other bid items.

JOB SPECIAL PROVISION JSP-0400-02
UTILITY COORDINATION

1.0 UTILITY COORDINATION

1.1 SCOPE

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The utility companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers and waterlines. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

1.2 STATUS OF UTILITIES

The information below is the latest update for each utility. The utility companies will be invited to the Pre-Bid meeting to give an update on their relocations.

Gas: Southern Star no relocation anticipated.
Location: Crossing near station 110+00
Schedule: N/A

Water: Missouri American Water Main relocation to be completed based on the following location and schedule:
Location: Near Curb Inlet 3, Water Meters
Schedule: To be coordinated by the general contractor with the overall construction schedule

Webb City water line relocation to be completed based on the following location and schedule:
Location: Along Hall Street
Schedule: to be coordinated by the general contractor with the overall contractor schedule.

Electric – Phase 1: Liberty Utilities Overhead Electric (Distribution) relocation to be completed based on the following location and schedule:
Location: Along Zora
Schedule: Northwest quadrant complete prior to construction.

Phone: AT&T relocation to be completed based on the following location and schedule:

AT&T Phase 1
Location: Northeast quadrant relocation and splicing
Schedule: Prior to Construction

AT&T Phase 2
Location: Various Locations
Schedule: Upon final clearance of Phase 2 right-of-way

Cable/Fiber: Sparklight cable relocation to be completed based on the following location and schedule:
Location: Various locations
Schedule: After Liberty Electric relocation

Fiber: Liberty Connect Fiber relocation to be completed based on the following location and schedule:
Location: Various locations
Schedule: After Liberty Electric Relocation

1.3 MEASUREMENT AND PAYMENT

This work shall be considered subsidiary to other items of work. No additional payment will be allowed for delays caused by utility delays. Additional time will be considered for delays caused by utility conflicts that exceed the schedules listed in this special provision.

JOB SPECIAL PROVISION JSP-0400-02
MOBILIZATION

1.0 SCOPE

This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items. This work includes other work and costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. The contractor shall assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following table. The Percent of Original Contract Completed = the amount earned by the Contractor divided by the total dollar value of the original contract (all bid items). The amount earned by the Contractor shall not include monies earned for Mobilization, Contractor Construction Staking, or Stored Materials.

MOBILIZATION PARTIAL PAYMENTS		
Percent of Original Contract Amount Completed	**Pay Lesser of the Two**	
	% of Mobilization	**% of Original Contract Amount**
5	25	2.5
10	50	5
25	60	7.5
50	100	10
Accepted	100	N/A

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

JOB SPECIAL PROVISION JSP-0400-03
CONTRACTOR FURNISHED CONSTRUCTION STAKING AND SURVEYING

1.0 SCOPE

This item shall consist of the work required for the Contractor to furnish all construction staking and surveying in accordance with Section 0400.39 of the current approved City of Joplin Standard Specifications.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Contractor Furnished Construction Staking and Surveying" will be at the contract lump sum price in accordance with the following table. The lump sum price set forth in the bid schedule shall include full compensation for all labor, materials and equipment required to survey, stake, coordinate with contractors, coordination, mileage, expenses, rental fees, permits and all other work items incidental thereto including incidentals necessary to complete the project in accordance with the plans.

CONSTRUCTION STAKING AND SURVEYING PAYMENT SCHEDULE	
Percent of Original Contract Amount Completed	**Percent of Bid Item Paid**
Work Started	25%
5%	40%
25%	60%
50%	80%
70%	95%
All field books, As-Built Construction Plans, and Records have been submitted to the City	100%

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

JOB SPECIAL PROVISION JSP-1000-01
EROSION & SEDIMENT CONTROL

1.0 SCOPE

This work shall include all measures necessary including, but not limited to, the installation, maintenance and removal of temporary erosion and pollution control as required during the construction of the project to prevent erosion and pollution on the project in accordance with federal, state, and City of Joplin requirements. The contractor shall utilize and comply with all requirement of the City of Joplin's Land Disturbance Storm Water Pollution Prevention Plan (SWPPP). All erosion and sediment control plans shall be incorporated in the SWPPP. Contractor shall maintain the SWPPP throughout the project and complete the required documentation until the site is stabilized and accepted by the Engineer.

Erosion control plans represent the least possible protection for the project. It is anticipated that additional BMP's will be required to complete the project.

The contractor shall be responsible for all fines associated with failure to comply with the City of Joplin, General Operating Permit, and Land Disturbance Storm Water Pollution Prevention Plan (SWPPP)

2.0 MEASUREMENT

Erosion and Sediment Control BMPs will be measured in accordance with the units listed in the Proposal. Measurement shall occur upon initial installation.

No separate measurement will be made for maintenance, replacement, or removal of Erosion and Sediment Control BMPs.

No separate measurement will be made for compliance with the City of Joplin's SWPPP.

3.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to complete erosion and sediment control shall be paid for at the contract unit prices listed in the Proposal. Payment for Erosion and Sediment Control BMPs shall be considered full compensation for a complete and functioning installation, including but not limited to, ongoing maintenance, repair, replacement, and removal upon final stabilization.

Separate payment shall not be made for compliance with the City of Joplin's standard SWPPP. All work required to comply with the City of Joplin's standard SWPPP shall be considered incidental to erosion and sediment control BMP pay items, including but not limited to, all inspections, record keeping, permitting, and documentation and ongoing maintenance and close-out.

JOB SPECIAL PROVISION JSP-1100-01
CLEARING & GRUBBING / TREE & BRUSH REMOVAL

1.0 SCOPE

Clearing, Grubbing, Tree Removal, and Brush Removal shall be in accordance with Section 1100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 CONSTRUCTION

Tree & Brush Removal - The contractor shall remove all existing trees and brush (including their stumps) within the limits of construction and which conflict with proposed construction items except those specifically noted to remain. The contractor shall coordinate the removal of these items with the City.

3.0 MEASUREMENT

Clearing shall not be measured separately.

Grubbing shall not be measured separately.

Tree Removal (including stumps) shall not be measured separately but shall be considered part of the Lump Sum pay item ‘Clearing & Grubbing / Tree & Brush Removal’.

Brush Removal (including stumps) shall not be measured separately but shall be considered part of the Lump Sum pay item ‘Clearing & Grubbing / Tree & Brush Removal’.

4.0 PAYMENT

Payment for “Clearing & Grubbing / Tree & Brush Removal” (including the tree’s stumps) shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete removals.

JOB SPECIAL PROVISION JSP-1100-02
DEMOLITION & REMOVAL

1.0 SCOPE

Demolition & Removal shall be in accordance with Section 1100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 MEASUREMENT

No separate measurement will be made for Demolition & Removal.

3.0 PAYMENT

Payment for “Demolition & Removal” shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete demolition and pavement removal.

4.0 REMOVAL OF BUILDING

4.1 Scope of Work

This work shall consist of furnishing all labor and equipment necessary to perform all operations in connection with the removal and disposal of three existing buildings including but not limited to removal of building pads, floors, structural columns, utility service lines, cleanouts, and mailboxes, as necessary in accordance with the improvement plans. Contractor shall remove all appurtenances, building contents, debris, and utilities found within the existing building areas. Contractor shall coordinate with all respective utility companies affected by demolition to ensure correct removal and shutoff per respective utility company requirements. Contractor shall obtain all necessary permits for completion of this work.

Contractor shall coordinate with City prior to demolition work to ensure that asbestos containing materials (ACM) and lead based paint (LBP) survey has been completed suspect materials have been abated prior to demolition. Contractor shall not proceed with demolition of any building without prior written authorization from city that ACM abatement has been completed. Contractor shall not be responsible for abatement of environmental hazards; however, Contractor is responsible for coordinating with City staff to verify that abatement activities have been completed “by others” prior to initiation of demolition work.

This work includes any necessary measure to properly preform this work. Any item that must be removed to construct the improvements but is not shown on the plan to be removed, or not covered under separate bid item, shall be considered incidental to this project and no additional payment will be made for these items. Any items not covered within this job special provision but necessary for the completion of these bid items shall conform to City of Joplin Standard Specifications. Removal of building foundations shall be incidental to removal of building.

4.3 Method of Measurement

Final measurement will not be made except for written authorized changes, accepted by the Owner or Owner's Representative during construction.

4.4 Basis of Payment

The accepted quantities of removal of buildings and foundations will each be paid for by the contract unit price per lump sum.

JOB SPECIAL PROVISION JSP-1400-01
MoDOT TYPE 5 AGGREGATE BASE

1.0 SCOPE

At the locations shown on the plans, or as determined by the engineer, MoDOT Type 5 Aggregate Base shall be constructed in accordance with the plans and Section 304 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

2.0 MATERIALS, DEFINITIONS AND EQUIPMENT

All materials shall meet the requirements of Section 304.2 of the 2020 Missouri Standard Specifications for Highway Construction except that reclaimed asphalt or concrete shall not be used in MoDOT Type 5 Aggregate Base.

3.0 CONSTRUCTION DETAILS

Construction of MoDOT Type 5 Aggregate Base shall be in accordance with Section 1400.3 of the current approved City of Joplin, Standard Specifications.

4.0 MEASUREMENT

Final measurement of the completed MoDOT Type 5 Aggregate Base will be made to the nearest square yard. No measurement will be made for MoDOT type 5 aggregate base under driveways, sidewalks, and sidewalk ramps as MoDOT type 5 aggregate base at these locations shall be subsidiary to other bid items.

5.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct “MoDOT Type 5 Aggregate Base” will be paid for at the contract unit price per square yard of the thickness shown in the contract plans. No payment will be made for MoDOT type 5 aggregate base under driveways, sidewalks, or sidewalk ramps as MoDOT type 5 aggregate base at these locations shall be subsidiary to other bid items.

JOB SPECIAL PROVISION JSP-1400-02
MoDOT TYPE 1 AGGREGATE SURFACE

1.0 SCOPE

At the locations shown on the plans, or as determined by the engineer, the contractor shall furnish, install, maintain, and remove all temporary surfacing material and construct new aggregate surface in accordance with the plans and Section 310 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

2.0 MATERIALS, DEFINITIONS AND EQUIPMENT

All materials shall meet the requirements of Section 310.2 of the 2020 Missouri Standard Specifications for Highway Construction except that reclaimed concrete shall not be used in MoDOT Type 1 Aggregate Surface.

3.0 CONSTRUCTION DETAILS

Construction of MoDOT Type 1 Aggregate Surface shall be in accordance with Section 1400.3 of the current approved City of Joplin, Standard Specifications.

During construction, material used for temporary surfacing material shall be maintained to provide a smooth driving surface free of bumps and potholes. It shall be the responsibility of the Contractor to make repairs to the temporary surface at the direction of the Engineer. The temporary surfacing material shall be removed as shown in the plans or as directed by the Engineer.

4.0 MEASUREMENT

No separate measurement shall be made for excavation, backfill, compaction, maintenance, and all other materials, labor, and incidentals required to construct the following:

4.1 MoDOT TYPE 1 AGGREGATE SURFACE

Final measurement of the completed MoDOT Type 1 Aggregate Surface will be made to the nearest square yard of final exposed area of completed aggregate surface. No measurement will be made for Temporary Type 1 Aggregate surface that may be needed during construction.

5.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary shall be paid for as follows:

5.1 MoDOT TYPE 1 AGGREGATE SURFACE

MoDOT Type 1 Aggregate Surface will be paid for at the contract unit price per square yard of the thickness shown in the contract plans. The payment will be made on the basis of certified weight tickets issued by the material vendor or by weights obtained from certified public scales or from certified contract or operated scales with all tickets certified by the City of Joplin. Payment shall be considered full compensation for all incidentals, labor, hauling, maintenance of surfacing material to provide an adequate travel path for the public, and removal / restoration of temporary surfacing upon completion.

JOB SPECIAL PROVISION JSP-2300-02
PERMANENT SIGNING

1.0 SCOPE

The Contractor shall furnish and install permanent traffic control signing materials at the locations shown on the plans, in conformance with the details, and the material specifications included herein. Permanent traffic control signing materials shall include, but not be limited to, sign sheeting, aluminum sign blanks, sign posts, breakaway base assemblies, mounting brackets and hardware. The permanent traffic control signing shall be installed before the roadway is open to construction unless prior approval is received by the Engineer or City Inspector. The installation of all regulatory signs is the first priority. If the permanent signs cannot be installed and thus the roadway would be unsigned overnight, temporary regulatory signs shall be installed and remain until the permanent signs can be installed. The contractor shall make every possible effort to remove the temporary signs and install permanent signs within 48 hours. Only under extreme circumstances and at the approval of the signing inspector or the engineer, will the duration of the temporary signs be extended. All temporary and permanent traffic control signs shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Part II. The temporary signs shall be removed prior to installation of the permanent signs.

1.1 REMOVE & RELOCATE SIGNS

The contractor shall remove and relocate all signs designated on the plans to be relocated on the plans, and as directed by the Engineer.

2.0 MATERIALS

The material for permanent traffic control signs shall be in accordance with this specification.

a. Applicable Documents The following documents form a part of this specification to the extent specified herein:

ASTM B209 Specification for Aluminum and Aluminum Alloy Sheet and Plate
ASTM D523 Standard Method for Test for Specular Gloss
ASTM D4956-09 Standard Specification for Retroreflective Sheeting for Traffic Control
ASTM E284 Terminology of Appearance
ASTM E308 Practice of Computing the Colors of Objects by Using the CIE System
ASTM E810 Test Method for Coefficient of Retroreflection of Retroreflective Sheeting Utilizing the Coplanar Geometry
ASTM E1164 Practice for Obtaining Spectrophotometric Data for Object-Color Evaluation
CIE Publication Number 39-2 Recommendation for Surface Colours for Visual Signaling
FP-03 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects

2.1 SIGNS

All signing shall conform to MUTCD (most current editions) standards in terms of minimum sign size, color, and reflectivity characteristics.

2.2 SIGN POST

Steel sign posts shall be in accordance with the City of Joplin Standard Detail Sheets ST-18 & ST-19, current edition.

Posts shall be ordered in 2' increments and cut to length. One single sign post long enough to support all signs shall be installed. Two separate lengths of post joined with a sleeve to achieve the necessary post length shall not be allowed.

The breakaway base shall meet the requirements of the City of Joplin Standard Details, current edition.

3.0 MEASUREMENT

For those items on which final payment is based on contract quantities, final measurement will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

3.1 REMOVE & RELOCATE SIGNS

No measurement of remove & relocate signs will be made.

3.2 PERMANENT SIGNATE-FLAT SHEET

Measurement of sign areas will be made to the nearest 1/10 square foot for each sign and to the nearest square foot for the total. The area of each sign will be that of the smallest rectangular, triangular or trapezoidal shape that will encompass the sign panel. Contract quantities will be used in final payment.

3.3 STEEL SIGN SUPPORTS

Measurement of post will be per Linear Foot of each type of post support listed in the contract documents, at the final post length as installed.

3.4 SIGN POST FOUNDATIONS, COMBINED

Sign Post Foundations, Combined shall be measured per each sign post foundation installed, regardless of type, and including all excavation, socket, and concrete.

4.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the installation shall be paid for as follows:

4.1 REMOVE & RELOCATE SIGNS

Payment of remove and relocate signs will be made by Lump Sum.

4.2 PERMANENT SIGNAGE-FLAT SHEET

Payment of signs will be provided per square foot. No separate payment will be made for any mounting brackets, banding, or miscellaneous hardware.

4.3 STEEL SIGN SUPPORTS

Payment of post will be made per linear foot of each type of post, and at the final post length as installed.

4.4 SIGN POST FOUNDATIONS, COMBINED

Payment of Sign Post Foundations shall be made per each foundation installed and accepted, regardless of post type, and shall be considered full payment for all labor, materials, incidentals, including socket, concrete, and ancillary equipment to install a breakaway post base in accordance with the City of Joplin standard details.

JOB SPECIAL PROVISION JSP-2300-03
ADJUSTMENT OF MANHOLES & VALVES

1.0 SCOPE

This item includes raising or lowering of existing sanitary manholes and utility castings, as required due to construction under this contract. Construction of sanitary sewer manholes, of both brick masonry and concrete type construction, shall be in accordance with the current approved City of Joplin, Standard Specifications.

2.0 MATERIALS

2.1 BRICK

Brick for manholes shall be of uniform texture, and free from lime, gypsum, or other substance which would affect the brick under wet or freezing conditions. Brick shall meet the requirements of ASTM C1272.

2.2 MORTAR

Mortar shall be Type M in accordance with ASTM C270 Table 1 (Masonry cement type only).

2.3 STEPS

The existing steps may be reused except when they have been found to be unacceptable as determined by the Engineer. If required, replacement steps will be Clay & Bailey No. 2102 or approved equal.

3.0 CONSTRUCTION DETAILS

3.1 BRICK MANHOLES

Brick masonry manholes may be adjusted upward to accommodate construction by adding brick to obtain the proper dimension to match finish grade or surface as approved by the owner; adjustments downward will be limited to the removal of courses of brick to the top of the existing manhole cone. When greater adjustments are required, the manholes shall be reconed as indicated in the plans.

3.2 PRECAST CONCRETE MANHOLES

Precast concrete manholes may be adjusted upward by a combination of adding barrel sections and/or a maximum of one foot of concrete riser rings. Adjustments downward may be accomplished by a combination of removing barrel sections and/or a maximum of one foot of concrete riser rings.

All sanitary sewer manhole wall sections to be over 16 foot in depth shall meet the requirements of the City of Joplin for deep manholes. The Contractor shall be responsible for inspection of existing manholes to determine the extent of reconstruction necessary to meet these requirements.

3.3 MAINTENANCE

The Contractor shall be responsible for keeping all debris and waste material out of sewers during manhole adjustments. Should any waste material, debris, earth or other foreign material enter sewers during adjustments or other construction operations, the Contractor shall be responsible for removal of such material and shall maintain sewer flow at all times.

3.4 MANHOLE SPRAYING

All manhole covers shall be sprayed with a releasing agent prior to the overlay by the Contractor. Release agent spraying and asphalt removal around manholes shall be subsidiary to other bid items.

3.5 OVERLAY OPERATIONS

3.5.1 Milling

The Contractor shall mill around all manholes and utility castings within the limits of the specified work. Utility manholes, valves, and castings shall not be cut prior to the street milling. All manholes, valves and castings damaged shall be replaced or corrected as approved by the Engineer at the Contractor's expense. This work shall be subsidiary to other bid items in the Proposal.

3.5.2 Overlay

All utility manholes, valves, and castings located within the paved roadway requiring adjustment shall be raised by the Contractor, prior to the resurfacing operation. Asphalt overlay shall be neatly tapered around the ring of all utility manholes, valves, and castings to conform to the existing grade. The approximate number and method of raising the manholes shall be determined in the field by the Engineer prior to the overlay. The elevation shall be the same as the elevation for the new proposed overlay surface. The area disturbed around the casting shall be maximum of 12 inches. The Contractor shall provide all necessary equipment and material to raise the rings to the required elevations. High early strength concrete shall be placed around the manhole up to the milled surface. Any damage to adjusted utility manholes, valves, and castings shall be the responsibility of the Contractor to repair. All utility manholes, valves, and castings, which require raising prior to overlay, will require hot mix asphalt placed sufficiently around the manhole to prevent damage to vehicles and compacted to 95%. This work shall be subsidiary to other bid items in the proposal.

4.0 MEASUREMENT

Measurement will be made to determine the number of sanitary manholes adjusted. No separate measurement will be made for utility manholes, valves, and castings required for milling and overlay operations.

5.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to adjust sanitary manholes shall be paid for as “Adjust Sanitary Sewer Manhole” at the contract unit price per each.

No separate payment will be made for utility manholes, valves, and castings required for milling and overlay operations. This work shall be subsidiary to other items of work.

JOB SPECIAL PROVISION JSP-2303-01
MoDOT ROCK LINING FOR CULVERT OUTLET

1.0 SCOPE

At the locations shown in the contract drawings, or as determined by the engineer, rock lining for culvert outlet shall be constructed in accordance with Section 609 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

2.0 MATERIALS

All materials shall meet the requirements of Type 2 Rock Blanket in accordance with Section 609.7 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

3.0 CONSTRUCTION DETAILS

Construction of MoDOT Rock Lining for Culvert Outlet shall be in accordance with Section 609.7 of the 2020 Missouri Standard Specifications for Highway Construction.

4.0 MEASUREMENT

Measurement shall be made to the nearest square yard of completed “MoDOT Rock Lining for Culvert Outlet”, including all variable depths shown on the drawings. No separate measurement will be made for excavation, placement, and all other incidental items as these items are considered subsidiary to the bid item.

5.0 PAYMENT

Payment for “MoDOT Rock Lining for Culvert Outlet” shall be at the contract unit price per square yard of the thickness and type indicated and shall include the cost of furnishing all labor, equipment, tools, materials, and the performance of all work necessary to construct rock lining, complete, including excavation and all incidental items of work.

JOB SPECIAL PROVISION JSP-3100-01
CONCRETE PAVEMENT (TRUCK Apron & SPLITTER ISLAND)

1.0 SCOPE

The work shall consist of furnishing all labor, materials, and equipment necessary to perform all operations in connection with the construction of integrally colored and stamped concrete required for the project in accordance with the specifications and drawings. Items not specifically mentioned, but necessary for completion of the work shall be considered as incidental to other items in the contract. Any items not covered within this job special but necessary for the completion of the construction of Concrete Pavement (Truck Apron) (Red Tint) and Concrete Splitter Island (Red Tint) shall be in accordance with Section 3100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

1.1 **Protection**. Integrally colored and stamped concrete shall be protected against undue soilage and damage by other trades using reasonable care and precaution, once properly installed. If not properly protected, the contractor may be required to remove and replace these areas at the contractor's expense.

1.2 Submittals

1.2.1 The contractor shall provide product data and samples for the coloring agent, pigmented release agent, curing compound, stamping tools, protective slip-resistant coating, joint sealant and other products recommended for the coloring system for review and approval by the engineer. The engineer shall accept a coloring and stamping system based on past performance of said system, experience of the contractor with said system, and compatibility with integrally colored and stamped surfaces present near the project (duplicating the color, stamping pattern, and surface texture as closely as possible to similar installations within one-quarter mile of the project site).

1.2.2 Prior to installation of integrally colored and stamped concrete, the contractor shall provide a four-foot by four-foot mock-up of the product at the job site. The engineer shall approve color, texture, and workmanship of the mock-up, then retain as a standard for judging completed work.

1.2.3 Qualifications. The contractor shall be an approved applicator as required by the product manufacturer for the product chosen and shall provide the City a list of at least two similar installations prior to construction. The City will inspect the contractor's previous work and determine if the workmanship and durability is suitable for this project. The City reserves the right to reject the contractor or subcontractor proposed to construct the stamped concrete and require a suitable substitute.

2.0 STAMPING AND TINTING

2.1 Materials.

2.1.1 Concrete shall be Class “A” Portland Cement Concrete in accordance with the requirements of Section 3100.

2.1.2 Concrete tinting material shall consist of a homogeneous mixture mineral oxide pigment of an approved tint with such other additives as deemed necessary by the manufacturer. The tinting material shall conform to the specification outlined on ASTM C979. The material shall be free from oil, grease, dirt and nonferrous particles. The tinting material shall not contain any material that might promote oxidation of the iron particles if exposed to air and moisture, or that might have any detrimental effect on concrete. The contractor shall supply the engineer with a manufacturer’s certification indicating that the material supplied is in accordance with this specification.

2.1.3 The contractor shall provide product data and samples for the coloring agent, pigmented release agent, curing compound, stamping tools, protective slip-resistant coating, joint sealant and other products recommended for the coloring system for review and approval by the engineer. The engineer shall accept a coloring and stamping system based on past performance of said system, experience of the contractor with said system, and compatibility with integrally colored and stamped surfaces present in the vicinity of the project (duplicating the color, stamping pattern, and surface texture as closely as possible of similar installations. Tinting shall be brick red in color.

2.2 Construction Methods

2.2.1 Unless specified otherwise in this job special provision, construction methods will conform to Section 3100 of the City of Joplin Standards and Specifications.

2.2.2 The contractor shall incorporate the tinting material into the concrete through mixing with the aggregate, cementitious material and water in accordance with the manufacturer's recommendation. The dry shake method; whereby the tinting material powder, combined with dry cement and sand, is sprinkled onto the concrete and worked into the surface through finishing; shall not be allowed.

2.2.3 Stamped pattern shall be applied in accordance with the manufacturer’s specifications.

2.2.4 Control joints shall be cut at pre-determined areas no later than 12 hours after the concrete has been placed. Excess release agent shall be removed at this time.

2.2.5 The integrally colored and stamped concrete shall be sealed with a minimum of one coat of sealer. Fine silicon sand shall be scattered on the sealer to obtain the desired roughness. Sealing

product shall be applied in accordance with the manufacturer's specifications.

3.0 METHOD OF MEASUREMENT

Measurement of stamped and tinted concrete pavement and island will be made for payment to the nearest square yard of surface area of concrete complete, in place, and accepted.

4.0 BASIS OF PAYMENT

Concrete Pavement (Truck Apron) (Red Tint) and Concrete Splitter Island (Red Tint) will be paid for based on field measurements completed by the Inspector at the unit price bid for the items stated in the contract. Payment shall include all labor and incidental items necessary to complete the work including but not limited to: excavation, aggregate base, tinting material, curing compound, sealers, and concrete.

JOB SPECIAL PROVISION JSP-3100-02
CONCRETE SPLITTER ISLAND

1.0 SCOPE

Splitter Island shall be in accordance with Section 3100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 MEASUREMENT & PAYMENT

Concrete Splitter Island shall be measured in square yards of the design thickness shown on the plans. The width for measurement shall be the width from outside edge of completed pavement or, when integral curbs are included, from back-to-back of completed curb. The length shall be the actual length measured along the centerlines.

JOB SPECIAL PROVISION JSP-3200-01
CONCRETE CURB & GUTTER

1.0 SCOPE
Concrete curb and gutter shall be in accordance with Section 3200 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 CONSTRUCTION DETAILS
A slip form curb machine, with electronic control, shall be required on all continuous curb construction of lengths greater than 100 feet.

The concrete shall not be placed until the subgrade has been inspected for compaction and moisture.

3.0 MEASUREMENT
No separate measurement shall be made for excavation, backfill, aggregate base, and all other materials, labor, and incidentals required to construct the following

3.1 MoDOT Type B Integral Barrier Curb (1’ Wide)
Measurement will be made to determine the number of linear feet of MoDOT Type B Integral Barrier Curb that are constructed in accordance with the specified Standard Drawings and the plans.

3.2 Truck Apron Curb (1’ Wide)
Measurement will be made to determine the number of linear feet of Truck Apron Curb that are constructed in accordance with the specified Standard Drawings and the plans.

3.3 Upright Curb (Type F) (1’ Wide)
Measurement will be made to determine the number of linear feet of Upright Curb that are constructed in accordance with the specified Standard Drawings and the plans.

4.0 PAYMENT
The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct complete flume, aggregate base and all incidental items of work shall be paid for as follows:

4.1 MoDOT Type B Integral Barrier Curb (1’ Wide)
Payment for “MoDOT Type B Integral Barrier Curb” shall be at the contract unit price per linear foot of the size indicated in the contract documents.

4.2 Truck Apron Curb (1’ Wide)
Payment for “Truck Apron Curb” shall be at the contract unit price per linear foot of the size indicated in the contract documents.

4.3 Upright Curb (Type F) (1’ Wide)

Payment for “Upright Curb” shall be at the contract unit price per linear foot of the size indicated in the contract documents.

JOB SPECIAL PROVISION JSP-4200-01
CONCRETE DITCH LINER

1.0 SCOPE

At the locations shown on the plans, or as determined by the engineer, concrete ditch liner shall be installed in accordance with the contract drawings and in accordance with Section 609.10 of the current edition of the Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

2.0 MATERIALS

All material shall meet the requirements of the contract drawings and Section 609.10 of the current edition of the Missouri Standard Specifications for Highway Construction. All materials shall be approved by the Engineer prior to beginning this work.

3.0 CONSTRUCTION REQUIREMENTS

Construction of Concrete Ditch Liner shall be in accordance with Section 609.10 the current edition of the Missouri Standard Specifications for Highway Construction.

4.0 MEASUREMENT

Measurement of Concrete Ditch Liner will be measured to the nearest square yard.

5.0 PAYMENT

The accepted quantities of curb, gutter, curb and gutter, and paved ditch, complete in place, will be paid for at the contract unit price for each of the pay items included in the contract. No direct payment will be made for the following:

(a) Excavation below the upper surface of the concrete of these items.

(b) Any work necessary for preparing the subgrade and backfilling the completed item.

(c) Furnishing or installing reinforcement.

JOB SPECIAL PROVISION JSP-6700-01
TRAFFIC CONTROL

1.0 GENERAL

This work shall consist of furnishing, installing, operating, maintaining, cleaning, relocating and removing temporary traffic control devices and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer. For purposes of this specification, the work zone will be defined as the area between the first and last temporary traffic control device as shown on the plans for the work being performed. 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. The contractor shall refer to Section 2305 of the City of Joplin Standard Specifications, latest edition for additional information.

2.0 MATERIALS

All material shall be in accordance with MoDOT Division 1000, Material Details, and specifically as follows: Item Section Temporary Traffic Control Devices 1063

3.0 SAFETY MATERIALS

All traffic control devices shall be in accordance with the MUTCD and any applicable safety and design codes. The contractor shall furnish a manufacturer's certification of crashworthiness, per NCHRP 350 or AASHTO Manual for Assessing Safety Hardware (MASH) Evaluation Criteria, for FHWA Category 1 traffic control devices and appurtenances. The contractor shall furnish the FHWA acceptance letter for FHWA Category 2 and Category 3 traffic control devices and appurtenances. The FHWA acceptance letter shall indicate that the device and appurtenance comply with the crash test requirements of NCHRP 350 or (MASH), Test Level 3 (TL-3). Regardless of whether the device meets NCHRP 350 or (MASH) criteria, the engineer reserves the right of final approval. Installation of a device prior to the engineer's approval will be at the contractor's risk. The contractor shall: (a) Designate an individual as the Work Zone Specialist (WZS) who is knowledgeable and competent by training and/or certification in the principles of proper temporary traffic control in accordance with Chapter 6 of the MUTCD, at the project level who has the primary responsibility, with sufficient authority, for implementing the traffic management plan and other safety and mobility aspects of the project. The name of the WZS, certification of the WZS’s training, and a 24-hour contact number for the WZS shall be provided to the engineer at the preconstruction meeting. WZS training and/or certification shall be obtained from a qualified person as defined by the Occupational Safety and Health Administration. The WZS shall have a card and/or certificate that includes the WZS’s name, instructor’s name and title, training entity/agency, date, and signature of the instructor. Re-certification will be required a minimum of every four years starting April 2016. (b) Ensure all contractor personnel are trained in traffic control to a level commensurate with their responsibilities. (c) Advise the engineer, as required, at least two working days before any work

requiring a lane closure begins and 14 calendar days prior to the imposition of height, width and weight restrictions. (d) Perform quality control of work zones to promote consistency and ensure compliance with contract documents, policies and guidelines.

4.0 CONSTRUCTION REQUIREMENTS

Performance and operational aspects of the devices shall be in accordance with the latest editions of the MUTCD and the Missouri Quality Standards for Temporary Traffic Control Devices.

All traffic control devices shall be removed as soon as practical when the devices are no longer needed. When work is suspended for short periods of time, traffic control devices that are no longer appropriate shall be turned away from traffic, removed or covered. All temporary traffic control devices shall be removed after the completion of construction and shall remain the property of the contractor unless specified otherwise. All permanent traffic control devices that are in conflict with temporary traffic control devices shall be covered or removed as shown on the plans or as directed by the engineer. Upon completion of the work, all permanent traffic control devices to remain in place shall be restored to original condition.

All sign covers shall meet the requirements of the MoDOT Quality Standards for Temporary Traffic Control Devices

All permanent traffic control devices relocated on a temporary basis shall be moved in the timeframe designated by the engineer, and shall remain visible to the traveling public during all stages of construction. The contractor shall place temporarily relocated permanent traffic control devices in the final location when construction is complete. Damaged devices shall be replaced by the contractor at the contractor’s expense.

The contract will indicate the minimum requirements for traffic control. With the engineer’s approval, the contractor may add to the traffic control plan any temporary traffic control devices or services the contractor considers necessary to adequately protect the public and the work. Device quantities may be adjusted accordingly.

Signs and sign quantities for blasting areas will not be included in the contract traffic control plan. The contractor will be responsible for furnishing, installing, maintaining and removing blasting zone signs in accordance with the MUTCD, at the contractor’s expense. Placement of blasting zone signs will be subject to approval from the engineer.

All changes to the traffic control plan resulting from contractor staging revisions, including proposed total road closures for the contractor’s convenience, shall be submitted in writing to the engineer for review and acceptance prior to implementation. Device quantities may be adjusted accordingly.

If the engineer determines the need for additional traffic control devices not included in the traffic control plan, the contractor will be notified in writing to provide the additional devices. Reimbursement for authorized changes to the

traffic control plan will be made in accordance with the contract documents unless covered by contract unit prices.

The contractor shall monitor traffic flow through the project and verify that all traffic control devices are in place and functioning properly during both daytime and nighttime conditions, as applicable. If the contractor determines that a deficiency in any traffic control device exists, the contractor shall take corrective action. No additional payment will be made for the corrective action.

As soon as possible after observing a traffic control deficiency, the engineer will report the deficiency to the contractor, either verbally or in writing. After receiving notification, if the contractor does not make corrections within an agreed upon timeline, order records or suspension of the work may occur. Regardless of the severity of the deficiency, corrections shall be made as soon as possible to maintain a quality work zone.

The severity of a deficiency will be categorized as follows: (a) Category 1 – Presents an immediate danger to the traveling public or workers and needs to be addressed immediately. (b) Category 2 – The situation doesn't pose an immediate threat to either the public or the workers, but can impact the proper functioning of the work zone. (c) Category 3 – The situation doesn't impact the functioning of the work zone but is more of a maintenance or aesthetic issue.

When the engineer determines that the contractor has not made a good faith effort in correcting a deficiency as agreed upon, an order record will be issued and the contractor will be notified of the following timelines to correct the deficiency. (a) A Category 1 deficiency shall be corrected within one hour. (b) A Category 2 deficiency shall be corrected within 24 hours. (c) A Category 3 deficiency shall be corrected within 96 hours.

When the engineer determines the contractor has not made a good faith effort in complying with an order record issued, the following action may be taken: (a) A second order record will be issued. (b) The engineer may find the contractor in violation of the contract

The contractor shall provide written notice to the engineer of any pedestrian or vehicular accident when physical evidence or other information suggests an accident has occurred in the work zone. The contractor shall obtain and provide to the engineer copies of law enforcement accident reports for any accidents in the work zone.

Each flagger, automated flagger assistance devices (AFAD) operator, portable signal flagging device (PSFD) operator and pilot vehicle operator shall maintain a valid flagger certification card that certifies the individual has been trained by a qualified person as defined by the Occupational Safety and Health Administration, in the principles and procedures of flagging in accordance with Chapter 6 of the MUTCD. Flagger certification cards shall include the flagger's name, instructor's name and title, training entity/agency, date, and signature of the instructor. Flagger certifications shall be provided to the engineer prior to flagging operations. Flagger re-certification shall be required a minimum of every four years starting April 2016. Certifications will not be required in emergency

situations that arise due to actions beyond the contractor's control when flagging is necessary to maintain safe traffic control on a temporary basis. All flagging, AFAD, PFD and pilot vehicle operations shall be in accordance with the MUTCD. Flaggers and pilot vehicles shall be provided as shown on the plans or as approved or directed by the engineer. When not specified in the plans, the contractor may use a Type B (Red/Yellow Lens) AFAD PSFD or pilot vehicle to supplement the flagging operation upon approval from the engineer. When two-way traffic is maintained over a single lane, each flagger, AFAD operator, if used in tandem, and pilot vehicle operator involved in the traffic flagging operation shall be equipped with a portable, two-way, communication system approved by the engineer. When the AFED or PSFD are not in use they shall be removed from the roadside.

5.0 FLASHING ARROW PANEL

The contractor shall deploy, operate and maintain flashing arrow panels as specified on the plans for the duration of the project, in accordance with the manufacturer's recommendations, at the contractor's expense. A minimum vertical clearance of 7 feet shall be maintained from the edge of pavement to the bottom of the flashing arrow panel.

When not in use, trailer-mounted flashing arrow panels shall be stored in an appropriate manner.

Control programs shall be as follows: (a) Flashing Caution: Flash the two highest and two lowest lamps on panel simultaneously. (b) Alternating Diamond Caution: Flash eight lamps in a form of a diamond and alternates diamonds from left side to right side. (c) Flashing Left or Right Arrow: Flash five lamps in the arrowhead and five lamps in the horizontal shank simultaneously. (d) Sequential Arrow Left or Right Arrow: Five lamps in the arrowhead will move across the panel. The horizontal shank increases in length as the arrowhead moves across the panel. (e) Double Arrow: Flash five lamps in both the left and right arrowheads and three lamps in the horizontal shank simultaneously. The contractor has the option to use the sequential arrow or alternating diamond caution modes on mobile operations.

6.0 CHANGEABLE MESSAGE SIGNS

The contractor shall place the changeable message sign (CMS) at the location shown on the plans or as directed by the engineer. The CMS shall not be located in the median.

The contractor shall deploy, operate and maintain the CMS a minimum of two weeks prior to construction starting as specified below:

- Southbound on 249 at the MO 171 Exit north of the MO 171 on ramp.
- Southbound on 249 and Zora Street Exit, near mile marker 4.2.
- Northbound on 249 and Newman Street Exit, near mile marker 1.4.
- Intersection of Zora Street & Duquesne Road
- Intersection of Zora Street & Rangeline Road

Final CMS locations shall be coordinated and approved by the engineer prior to placement. The contractor shall coordinate program messaging of the CMS with

the engineer. CMS installation shall be in accordance with the manufacturer's recommendations.

When the CMS is not in use, the message board shall be turned away from traffic. When not required for longer than a 24-hour period, the CMS shall be stored in an appropriate manner.

7.0 MEASUREMENT

Traffic Control items will be measured per the maximum number of devices used on the job at any period of construction following the phasing provided in the plans. The Contractor shall fully complete one phase of work prior to set-up of subsequent phases. Channelizers, Type III Barricades, Flashing Arrow Panels, Changeable Message Signs, Short-Term Marking Arrows, and Temporary Flagger Control will be measured per each device listed in the plans. Removable Marking Tape will be measured by linear foot of materials placed. Construction signing will be measured by total square footage of signs used at one time.

8.0 PAYMENT

All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the method of measurement. No direct payment will be made for the following:

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

(b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.

(c) Covering and uncovering existing signs and other traffic control devices.

(d) Relocating temporary traffic control devices including temporary construction signs, ADA Barricades, Type III Moveable Barricades, Channelizers, Flashing Arrow Panels, Signal Heads at temporary traffic signals, and permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

(e) Worker apparel.

(f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.

(g) Furnishing, installing, operating, maintaining and removing construction-related vehicle and equipment lighting.

(h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.

SECTION 806
POLLUTION, EROSION AND SEDIMENT CONTROL

806.1 Description. This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing and placing permanent erosion control features; or a combination of both as shown on the plans or as directed by the engineer.

806.2 Schedule of Work. Prior to the preconstruction conference and the start of construction, the contractor shall submit schedules for the implementation of temporary pollution control and temporary and permanent erosion control work, as applicable, for construction operations. The contractor's schedule shall address specifically the pollution and erosion control measures planned at all streams or other bodies of water. No work shall start until the pollution and erosion control schedules and methods of operations have been approved by the engineer. Any delay of the work resulting from failure to submit acceptable pollution and erosion control schedules and methods of operations will be considered nonexcusable.

806.3 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as herein.

806.4 Construction Requirements. The engineer will limit the surface area of erodible earth material exposed by clearing and grubbing or by excavation, borrow and fill operations in accordance with the following. The engineer may direct the contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other bodies of water. Such work may involve the construction of temporary berms, dikes, dams, sediment basins and slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion and pollution.

806.4.1 If erosion and sediment control measures, as shown on the plans, are not suitable due to site conditions, a suitable system of Best Management Practices (BMP) as defined by the applicable Missouri State Operating Permit for land disturbance activities and the Stormwater Pollution Prevention Plan (SWPPP), shall be applied as approved by the engineer.

806.4.2 The contractor shall exercise effective management practices throughout the life of the project to control pollution. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary and permanent erosion and sediment control features specified in the contract to ensure economical, effective and continuous erosion and pollution control. These requirements will also apply to work within easements designated by the Commission.

806.4.3 The contractor shall incorporate all permanent erosion, sediment, and pollution control features into the project at the earliest practical time. Temporary measures shall be used to correct conditions that develop during construction which were not foreseen during the design stage, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion and sediment that develops during normal construction practices, but are not associated with permanent control features on the project.

806.4.4 Installation of temporary control measures shall be scheduled to coincide with clearing and grubbing operations, but before grading operations begin. The project land area disturbance shall not exceed one acre without installation of erosion and sediment controls. The total project land disturbance area shall not exceed 20 acres without written approval from the engineer.

806.4.5 The engineer may allow additional land disturbance acreage if appropriate BMP's including temporary seeding and mulching, have been applied to previously disturbed areas and the contractor has the resources to apply the BMP's to the expanded area.

806.4.6 Unless otherwise provided or approved in writing by the engineer, construction operations in streams or other bodies of water shall be restricted to those areas that must be entered for the construction of temporary or permanent structures. Streams or other bodies of water shall be promptly cleared of all falsework, piling, debris or other obstructions placed therein or caused by construction operations.

806.4.7 Fording of streams or other bodies of water with construction equipment will not be permitted, except as allowed by the engineer. Temporary bridges or other structures shall be used when frequent crossing of streams or other bodies of water is necessary. Unless otherwise approved in writing by the engineer, mechanized

equipment shall not be operated in streams or other bodies of water except as may be required to construct channel changes and temporary or permanent structures. If a Corps of Engineer Section 404 or Department of Natural Resources Section 401 permit is applicable for a project, the permit requirements and conditions will prevail.

806.4.8 The contractor shall obtain all necessary permits for all project support activities located off the project site. Project support activities include, but are not limited to, borrow areas, waste areas, plant sites, and staging areas. All costs associated with the permits and pollution control shall be at the contractor's expense, including providing, installing, maintaining, and removal of all erosion and sediment control devices, and final stabilization of disturbed areas.

806.4.9 In the event of conflict between these requirements and the pollution control laws, rules or regulations of other federal, state or local agencies, the more restrictive laws, rules or regulations will apply.

806.4.10 The contractor is encouraged to incorporate mulch from the clearing and grubbing operation into the BMP's on the project. BMP's may consist of compost filled socks, compost filter berms, soil protection cover or any other method as approved by the engineer.

806.4.11 Unless otherwise specified, or directed by the engineer, all temporary erosion and sediment control measures shall be removed by the contractor after permanent erosion and sediment control measures are established and the project has achieved final stabilization as defined in the SWPPP. Biodegradable erosion and sediment control materials may be allowed to be incorporated into the project in accordance with the SWPPP, as approved by the engineer. Rock from ditch checks and other temporary sediment devices may be repositioned to serve as ditch liner in accordance with the SWPPP, and as directed by the engineer.

806.4.12 Portland cement concrete residue and wash water and other operations that produce sediment laden runoff shall be managed by an appropriate control measure.

806.4.12.1 Portland cement concrete residue and wash water shall be discharged into a plastic lined pit, plastic lined straw bale enclosure, or other commercially available water tight enclosure suitable for containing concrete residue and wash water as approved by the Engineer.

806.4.12.2 Water from aggregate washing and other operations that produce sediment laden water shall be treated by filtration, settling basins, or other means sufficient to comply with the general water quality criteria established by MDNR.

806.4.12.3 No direct payment will be made for the design, installation, maintenance or removal of controls necessary to contain Portland cement concrete residue and wash water or other water from sediment producing operations.

SECTION 806.10 TEMPORARY BERMS.

806.10.1 Description. This work shall consist of constructing and maintaining temporary berms at the top of slopes or transverse to the centerline of fills as shown on the plans.

806.10.2 Material. Type B berms shall consist of graded material from within the project limits, rock, or other suitable material approved by the engineer. Type C berms shall consist of rock with a predominant size between 4 inches and 12 inches.

806.10.3 Construction Requirements. Temporary berms shall be constructed and maintained to the approximate dimensions shown on the plans.

806.10.3.1 Type B Berms. Type B berms shall be machine compacted with a minimum of three passes over the entire width of the berm. Material removed from Type B berms shall be incorporated in the embankment when possible. The contractor shall remove and dispose of any excess or unsuitable material to a location approved by the engineer.

806.10.3.1 Type B berms shall drain to a compacted outlet at slope drain. On transverse berms, the top width of the berms may be wider and the side slopes flatter to allow equipment to pass over these berms with minimal disruption.

806.10.3.2 Type C Berms. Vegetative mulch, erosion control blanket or geotextile fabric, if required by the engineer, shall be placed on the upslope of the Type C berm. The vegetative mulch shall be placed in such a manner that the final compacted thickness is 2 inches. The material for the vegetative mulch shall be in accordance with Sec 802. The vegetative mulch erosion control blanket or geotextile fabric shall be removed and replaced as directed by the engineer.

806.10.4 Method of Measurement. Measurement of Type B and C berms will be made to the nearest linear foot.

806.10.5 Basis of Payment. The accepted quantities of Type B and C berms will be paid for at the contract unit price and will be considered full compensation for material, installation, maintenance, removal and any other hand work necessary to construct the berms. No payment will be made for the straw layer, erosion control blanket or geotextile fabric on the Type C berm. No payment will be made for any seeding and mulching needed after removal.

SECTION 806.20 TEMPORARY SLOPE DRAINS.

806.20.1 Description. This work shall consist of furnishing, constructing maintaining and removing temporary slope drains to carry water down slopes and to reduce erosion. The method selected shall be approved by the engineer prior to construction.

806.20.2 Construction Requirements. The contractor shall provide temporary, impermeable slope drains to carry water or water with suspended solids down fill slopes until permanent erosion control measures are established. The contractor shall provide temporary slope drains on fillslopes at approximately 500-foot intervals or as directed by the engineer. All temporary slope drains shall be adequately anchored to the slope to prevent disruption of flow. The inlet ends shall include a ditch check and be constructed to channel water into the temporary slope drain. Outlet ends shall have some means of dissipating the energy of the water to reduce erosion downstream and have the ability to capture sediment. After removal, the contractor shall restore the site of the slope drains to the satisfaction of the engineer.

806.20.3 Method of Measurement. Measurement of temporary slope drains will be made to the nearest linear foot.

806.20.4 Basis of Payment. The accepted quantities of temporary slope drains will be paid for at the contract unit price. Payment shall include furnishing, constructing, maintaining and removing temporary slope drains, and restoration of the slope drain sites. No payment will be made for any seeding and mulching needed after removal.

SECTION 806.30 TEMPORARY DITCH AND INLET CHECKS.

806.30.1 Description. This work shall consist of furnishing, constructing, maintaining, removing and disposing of temporary ditch and inlet checks.

806.30.2 Construction Requirements.

806.30.2.1 Rock Ditch Checks. Rock ditch checks shall be constructed in accordance with the plans, or as directed by the engineer, and shall have a minimum effective height of 18 inches. The predominant size of the rock used shall range between 4 inches and 12 inches.

806.30.2.2 Alternate Ditch Checks. Alternate ditch checks shall be constructed in accordance with the manufacturer's specifications, and as shown on the plans, or as directed by the engineer. Alternate ditch checks shall have a minimum effective height of 9 inches, shall follow guidance provided in the SWPPP, and shall perform to the level that meets or exceeds the requirement of the current Missouri Operating Permit.

806.30.2.2.1 Compost filter socks used for alternate ditch checks shall meet the requirements of AASHTO R51. Other proprietary devices may be used, as approved by the engineer. Acceptance of the material will be based on the manufacturer's certification and upon acceptable performance in the field, as determined by the engineer.

806.30.2.2.2 Unless otherwise disallowed, the contractor has the option to construct rock ditch checks in lieu of alternate ditch checks. Rock ditch checks constructed in lieu of alternate checks shall have a minimum effective height of 18 inches. Spacing shall be increased, as determined by the engineer, to account for the additional height of rock ditch check. The toe-to-top capacity requirements shown on the plans will be used to determine the spacing.

806.30.2.3 Inlet Checks. Inlet checks shall be installed in accordance with the plans or as directed by the engineer to prevent sediment from entering drop inlets, manholes, and other openings to culverts and closed drainage systems.

806.30.2.3.1 Inlet checks shall be constructed in accordance with Sec 806.30.2.1, rock ditch checks, and shall completely surround the inlet or other structure, as indicated on the plans. Other allowable methods of protecting inlets will be listed in the SWPPP.

806.30.2.4 Curb Inlet Checks. Curb inlet checks shall consist of socks filled with rock, or other fillers of sufficient weight to keep the device in place. Compost filter socks used for curb inlet checks shall meet the requirements of AASHTO R51. Curb inlet checks shall be installed in the gutter or as shown on the plans. Other proprietary devices may be used, as approved by the engineer.

806.30.3 Maintenance. The contractor shall monitor the condition of all temporary checks and repair or replace checks that are not functional. The contractor shall remove sediment in accordance with Sec 806.110. Alternate ditch checks shall be maintained in accordance with this provision and the manufacturer's specifications or as directed by the engineer.

806.30.4 Removal. All types of temporary checks shall remain in service until removal has been approved by the engineer. Removal shall be in accordance with Sec 806.4.11 and as stated herein. The contractor shall remove any sediment from the check, remove the check, and restore the area to match existing ground condition. When necessary, seeding and mulching shall be in accordance with Secs 802 and 805 respectively, and shall be considered incidental.

806.30.5 Method of Measurement.

806.30.5.1 Measurement of rock ditch checks will be made to the nearest linear foot as measured along the top of the check. Rock ditch checks constructed in lieu of alternate checks will be included in this measurement for payment. Inlet checks, except for curb inlet checks, will be included in this measurement for payment.

806.30.5.2 Measurement of alternate ditch checks will be made to the nearest linear foot as measured along the top of the check.

806.30.5.3 No measurement will be made for any portion of a check that exceeds the length necessary to adequately span the ditch as shown on the plans or as directed by the engineer.

806.30.5.4 Measurement of curb inlet checks will be made per each check.

806.30.6 Basis of Payment.

806.30.6.1 The accepted quantities of rock ditch checks, alternate ditch checks, inlet checks, and curb inlet checks will be paid for at the contract unit price for each pay item included in the contract. If the engineer determines unusual conditions warrant complete replacement of a check, payment will be made for the replacement check at the contract unit price.

806.30.6.2 Payment for sediment removal shall be in accordance with Sec 806.110.

SECTION 806.40 SEDIMENT BASINS.

806.40.1 Description. This work shall consist of constructing and maintaining temporary or permanent sediment basins as shown on the plans or as directed by the engineer. This work shall include clearing and excavation to construct the basin, disposal of excavated material, and providing and installing rock or other stabilizing material as approved by the engineer. For temporary basins, removal, backfilling, and site restoration is also included in the work.

806.40.2 Construction Requirements. The sediment basin shall be an excavated or dammed storage area with defined side slopes. Inlet and outlet areas shall be lined with rock of sufficient size to withstand the water flow. In lieu of rock, other allowable liners may be used as described in the SWPPP. Outlets may be constructed with a riser pipe, surface skimmers, or stabilized spillway, or a combination of one or more of these features.

806.40.2.1 The inlet of a sediment basin shall be constructed with a wide cross-section and a minimum grade to prevent turbulence and to allow deposition of soil particles.

806.40.2.2 Sediment shall be removed and disposed in accordance with Sec 806.110, and before the depth reaches approximately one-half the original depth of the sediment basin in any part of the pool.

806.40.2.3 Temporary sediment basins shall remain in service until removal has been approved by the engineer. Removal shall be in accordance with Sec 806.4.11 and as stated herein. The contractor shall remove any sediment from the basin, backfill, compact all excavations, restore the area to match existing ground conditions, and seeding and mulching in accordance with Secs 802 and 805 respectively.

806.40.3 Method of Measurement.

806.40.3.1 Measurement of excavation to construct sediment basin will be made to the nearest tenth of a cubic yard.

806.40.3.2 Measurement of rock placed to construct sediment basins will be made to the nearest tenth of a cubic yard.

806.40.4 Basis of Payment.

806.40.4.1 The accepted quantities for excavation to construct sediment basins will be paid for at the contract unit price. Payment includes clearing, excavation, removal, backfilling and final grading.

806.40.4.2 The accepted quantity for rock used to construct sediment basins will be paid for at the contract unit price. Payment shall include furnishing, placing, and removal of rock.

806.40.4.3 No direct payment will be made for seeding and mulching necessary to restore the area after removal.

806.40.4.4 Payment for sediment removal shall be in accordance with Sec 806.110.

SECTION 806.50 TEMPORARY SEEDING.

806.50.1 Description. This work shall consist of furnishing and applying fertilizer and seed in disturbed areas authorized by the engineer. Mulch shall be applied following temporary seeding in accordance with Sec 802. Temporary seeding and mulching is utilized to provide interim stabilization of disturbed areas where staging requires the area to be disturbed again at a later date, and for areas to be seeded with warm season grasses that are finish-graded, but application of permanent seeding is disallowed per Sec 805.3.1.2. Finish grading will not be required except for areas that will not receive further grading prior to permanent seeding. Hydraulic seeding and fertilizing in accordance with Sec 805 will be permitted.

806.50.2 Construction Requirements. Seeding and mulching shall be a continuous operation on all cut and fillslopes, excess material sites and borrow pits during the construction process. All disturbed areas shall be seeded and mulched as necessary to control erosion in accordance with the Missouri State Operating Permit. Seed bed shall be prepared in accordance with Sec 801. When the engineer allows the contractor to disturb additional ground beyond the restrictions in Sec 806.4.4 solely to enhance the contractor's operation, the contractor shall not receive compensation for temporary seed or mulch, as required by the engineer, for ground cover for areas exceeding the restrictions in Sec 806.4.4.

806.50.2.1 The contractor shall provide permanent seeding and mulching following temporary seeding in accordance with Sec 805. Any preparation of the seed bed that might be necessary prior to permanent seeding to ensure germination shall be considered incidental to temporary seeding. All washouts and rills shall be repaired at the contractor's expense prior to permanent seeding.

806.50.2.2 Temporary seeding mixtures of cereal grains shall be applied at a minimum rate of 100 pounds per acre. All erodible seeded areas shall provide a minimum of 20 plants of the species planted per square foot on at least two random counts per acre in representative areas of the field. For areas with a large percentage of rock, the number of living plants shall be proportional to the percentage of erodible surface, as determined by the engineer. The counts will be conducted 60 days after the species is planted.

806.50.2.3 Fertilizer shall be applied at a rate of 40 pounds nitrogen (N) per acre.

806.50.2.4 Lime will not be required for temporary seeding of unfinished areas. In finished areas, where temporary seeding is placed due to warm season grass planting time restrictions, 100 percent of the lime specified for warm season grasses shall be applied at the time of temporary seeding.

806.50.3 Method of Measurement. Measurement of temporary seeding areas will be made to the nearest tenth of an acre.

806.50.4 Basis of Payment. The accepted quantities of temporary seeding will be paid for at the contract unit price per acre. Payment for fertilizer shall be included in the cost of temporary seeding. When lime is applied in accordance with Sec 806.50.2.4 upon request from the contractor, payment for the lime application will be made as a partial payment for Seeding - Warm Season Grasses. The remaining payment for Seeding - Warm Season Grasses will be made after permanent seeding is complete.

SECTION 806.60 SEDIMENT TRAP.

806.60.1 Description. This work shall consist of constructing, maintaining and removing sediment traps as shown on the plans or as directed by the engineer.

806.60.2 Construction Requirements.

806.60.2.1 Sediment traps shall be constructed as shown on the plans or as directed by the engineer. Traps may require excavation, or placement of rock of sufficient size to impound water, or a combination of excavation and placement of rock.

806.60.2.2 Sediment traps shall be installed with clearing and grubbing operations or as directed by the engineer. The contractor shall monitor sediment levels and remove sediment in accordance with Sec 806.110.

806.60.2.3 Sediment traps shall remain in service until removal has been approved by the engineer. Removal shall be in accordance with Sec 806.4.11 and as stated herein. The contractor shall remove any sediment from the trap, backfill, compact all excavations, restore the area to match existing ground condition, and seeding and mulching in accordance with Secs 802 and 805 respectively.

806.60.3 Method of Measurement.

806.60.3.1 Measurement of excavation to construct sediment traps will be made to the nearest tenth of a cubic yard.

806.60.3.2 Measurement of rock placed to construct sediment traps will be made to the nearest tenth of a cubic yard.

806.60.4 Basis of Payment.

806.60.4.1 The accepted quantity for excavation to construct sediment traps will be paid for at the contract unit price. Payment includes clearing, excavation, removal, backfilling, and final grading.

806.60.4.2 The accepted quantity for rock used to construct sediment traps will be paid for at the contract unit price. Payment shall include furnishing, placing, and removal of rock.

806.60.4.3 No direct payment will be made for seeding and mulching necessary to restore the area after removal.

806.60.4.4 Payment for sediment removal will be in accordance with Sec 806.110.

SECTION 806.70 SILT FENCE.

806.70.1 Description. This work shall consist of furnishing, installing, maintaining, and removing of a silt fence to control sediment along slopes and other designated areas. The quantity of silt fence shown on the plans may be increased or decreased, as directed by the engineer. The engineer may also modify the location as necessary to improve the effectiveness of the silt fence. Variations in quantity and location will not be considered as a change in work.

806.70.2 Material. When geotextile fabric is used, material shall be in accordance with Sec 1011. All other material shall be as specified in the SWPPP.

806.70.2.1 Posts. Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, but no less than 4 feet, to ensure adequate embedment while fully supporting the fence and shall have sufficient strength to resist damage during installation and to support applied loads while in service.

806.70.2.2 Prefabricated Fence. Prefabricated fence systems may be used if the systems meet all of the above material requirements.

806.70.3 Construction and Maintenance Requirements.

806.70.3.1 Fabric Fence. The contractor shall install silt fence as shown on the plans and at other locations directed by the engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled, and the soil compacted over the fabric. Fabric splices with a minimum 2-foot overlay shall be located only at a support post. Any installation method acceptable to the engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.

806.70.3.1.1 Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.

806.70.3.1.2 The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.

806.70.3.2 Alternate Fence Types. Alternate fence types shall have a minimum effective height of 9 inches, shall follow guidance provided in the SWPPP, and shall perform to the level that meets or exceeds the requirement of the current Missouri Operating Permit. Compost filter socks meeting the requirements of AASHTO R51 may be used as an alternate to fabric silt fence. Additional alternate silt fence types shall be in accordance with the SWPPP or as approved by the engineer. Acceptance of the material will be based on the manufacturer's certification and upon acceptable performance in the field, as determined by the engineer.

806.70.3.3 Maintenance. The contractor shall monitor the condition of all fences and repair or replace fences that are not functional as long as the fences are necessary to contain sediment runoff. Any deficiencies shall be corrected by the contractor in accordance with the SWPPP. In addition, the contractor shall review the effectiveness of silt fences in areas where construction activities have changed the natural contour and drainage runoff. Where deficiencies exist, additional silt fences shall be installed as approved or directed by the engineer.

806.70.3.4 Sediment. The contractor shall remove and dispose of sediment in accordance with Sec 806.110. Segments of silt fence that receive heavy sediment loading may require a secondary silt fence or installation of other controls to adequately contain sediment.

806.70.3.5 Removal. Silt fence shall be removed in accordance with Sec 806.4.11 and as specified herein. The contractor shall remove and dispose of any excess silt accumulation along the fence, shall restore the area to match existing ground condition, and seeding and mulching in accordance with Secs 802 and 805 respectively.

806.70.4 Method of Measurement. Silt fence will be measured to the nearest linear foot from end to end of each separate installation.

806.70.5 Basis of Payment.

806.70.5.1 The accepted quantities of silt fence will be paid for at the contract unit price.

806.70.5.2 No direct payment will be made for seeding and mulching necessary to restore the area after removal.

806.70.5.3 Payment for sediment removal will be in accordance with Sec 806.110.

SECTION 806.80 TEMPORARY PIPE.

806.80.1 Description. This work shall consist of installing and removing temporary pipe utilized to carry water under temporary roadways, silt fences, berms or other locations determined by the engineer.

806.80.2 Material. Any pipe approved by the engineer may be used.

806.80.3 Construction Requirements. Installation of temporary pipe shall be in accordance with the specifications for permanent pipe and shall prevent water from causing erosion around the pipe. All backfill material for pipes shall be placed in 6-inch lifts and mechanically compacted. Compaction tests will not be required. Temporary pipe placed in intermittent or active streams for the convenience of the contractor shall be installed in accordance with Sec 806.100 and any applicable permits.

806.80.4 Method of Measurement. Measurement of temporary pipe will be made to the nearest linear foot for those pipes specified on the plans.

806.80.5 Basis of Payment. The accepted quantities of temporary pipe will be paid for at the contract unit price for temporary pipes specified on the plans. No payment will be made for temporary pipes that the contractor chooses to install to facilitate construction. Unless provided as a pay item in the contract documents, no direct payment will be made for the placement and removal of the backfill material or rock.

SECTION 806.90 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS.

806.90.1 Description. This work shall consist of furnishing and placing erosion control blankets (ECBs) and turf reinforcement mats (TRMs) on slopes or ditches for short-term or long-term protection of seeded areas at locations shown on the plans or as directed by the engineer.

806.90.2 Material. ECBs and TRMs shall be used as designated in the contract or as approved by the engineer. The contractor shall provide ECBs and TRMs of the type specified in the contract and shall provide a manufacturer's certification stating that they are in accordance with Sec 1011.

806.90.3 Construction Requirements. ECBs and TRMs shall be installed and maintained according to the manufacturer's recommendations.

806.90.4 Method of Measurement. Measurement of ECBs and TRMs will be made to the nearest square yard of surface area covered.

806.90.5 Basis of Payment. The accepted quantity of ECBs and TRMs will be paid for at the contract unit price for each of the pay items included in the contract. If ECBs and TRMs are used in lieu of other erosion control measures, payment will be made at the contract unit price for the pay items in the contract for the respective items that the blanket replaces.

SECTION 806.100 TEMPORARY STREAM CROSSING.

806.100.1 Description. This work shall consist of constructing a temporary stream crossing to facilitate the movement of equipment across a stream.

806.100.2 Construction Requirements. The contractor shall be responsible for the design, installation, maintenance and removal of the temporary stream crossing and any structures installed for the construction of the temporary stream crossing. Appropriate measures shall be taken to maintain near normal downstream flows and to minimize flooding upstream. The temporary stream crossing shall be constructed to permit the free movement of the stream’s aquatic life. Fill material shall be clean rock of sufficient size to withstand expected

high flows. Only graded rock and/or quarry-run rock shall be used. The rock must be reasonably well graded, with no particle dimension greater than approximately 12 inches, and no particle dimension less than approximately 9 inches. Gravel and dirt should not exceed 15% of the total fill volume.

806.100.2.1 Prior to construction of the temporary stream crossing, all information shall be submitted to the engineer to ensure that it meets the terms and conditions of the Corps of Engineer permit. The contractor shall not begin construction on any temporary stream crossing without written permission from the engineer.

806.100.2.2 All approaches to the temporary stream crossing shall be maintained such that all storm water runoff is diverted to retention devices.

806.100.2.3 When the temporary stream crossing is no longer needed, the crossing shall be removed as soon as possible and the area shall be restored to pre-project conditions or to the satisfaction of the engineer.

806.100.3 Basis of Payment. No direct payment will be made for the design, installation, maintenance or removal of temporary stream crossings. The contractor shall be responsible for all costs, including damage and penalties.

SECTION 806.110 SEDIMENT REMOVAL.

806.110.1 Description. This work shall consist of removing and disposing of sediment from sediment control devices, such as ditch and inlet checks, sediment basins, sediment traps, silt fence, and other devices that accumulate sediment.

806.110.2 Construction Requirements. The contractor shall monitor sediment levels in all sediment control devices and remove sediment prior to the level reaching approximately one-half the design heights for checks and fences, and one-half the storage capacities for basins and traps. The engineer may require sediment removal from devices prior to levels reaching the specified limits.

806.110.2.1 The contractor shall dispose of the sediment in a location that does not allow the sediment to erode back into the sediment devices or to pollute streams or other bodies of water.

806.110.3 Method of Measurement. Measurement of sediment removal will be made to the nearest tenth of a cubic yard.

806.110.3.1 No measurement will be made for sediment removal that accumulates due to the contractor's failure to complete erosion control measures in accordance with the SWPPP or as directed by the engineer. The engineer shall determine the volume of sediment that will be excluded from payment due to a lack of required erosion control measures.

806.110.3.2 No measurement will be made for removing any remaining sediment during final removal of the sediment control devices.

806.110.4 Basis of Payment. The accepted quantity of sediment removal will be paid for at the contract unit price.