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

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| “THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.” | **MISSOURI HIGHWAYS AND**  **TRANSPORTATION COMMISSION**  105 W. CAPITOL AVE.  JEFFERSON CITY, MO 65102  Phone 1-888-275-6636 |
| If a seal is present on this sheet, JSP’s have been electronically sealed and dated. |
| JOB NUMBER:  COUNTY, MO  DATE PREPARED: |
| ADDENDUM: |
| Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: | |

JOB

###### SPECIAL PROVISION

A. GENERAL

***(To be inserted by Central Office)***

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

**2.0 Traffic Management Schedule.**

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

**2.2** Temporary full width road closures up to a maximum of 20 minutes will be allowed on routes with traffic volumes less than 400 ADT.

**2.3** The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

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

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

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

**3.0 Work Hour Restrictions.**

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

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

**3.2** The contractor shall not perform any work between the hours of ½ hour before sunset until ½ hour after sunrise. No night time work will be allowed without submission of an adequate traffic control plan to cover nighttime operations and prior approval by the engineer

**4.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

C. SUPPLEMENTAL REVISIONS

***(To be inserted by CO)***

D. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS JSP-96-05

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Project Contact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number \_\_-\_\_-\_\_

e-mail [xxxxx@modot.mo.gov](mailto:xxxxx@modot.mo.gov)

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

E. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11

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

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

|  |  |  |
| --- | --- | --- |
| Missouri Highway Patrol (XXX-XXX-XXXX) | | |
| City of \_\_\_\_\_\_\_\_\_\_\_\_\_ | City of \_\_\_\_\_\_\_\_\_\_\_\_\_ | City of \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Fire: XXX-XXX-XXXX | (Fire: XXX-XXX-XXXX | (Fire: XXX-XXX-XXXX |
| Police: XXX-XXX-XXXX) | Police: XXX-XXX-XXXX) | Police: XXX-XXX-XXXX) |
| *<Add or delete Cities and/or other municipalities as needed>* | | |

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

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

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

F. SEAL COAT

***\*\*\*\*\*\*\*(Include this for any routes that have an AADT of 2500 or greater. If multiple routes in a project specify the following for each applicable route.)\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\****

**1.0** Limestone and dolomite shall not be allowed for use as an acceptable aggregate for seal coats.

***\*\*\*\*\*\*(Include the deletion of Sec 409.2.1 if the AADT is less than 400.)\*\*\*\*\*\*\*\*\*\*\*\*\*\****

***Delete Sec 409.2.1 in its entirety.***

***Delete Sec 409.5.1 and Amend Sec 409.5.1.1 and substitute the following:***

**409.5.1 Weather Limitations.** Bituminous material shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement on which it is to be placed is below 60 F. Humidity limitations shall be according to the binder manufacturer’s written recommendation. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

**409.5.1.1** Seal coats for pavements shall not be placed between September 1 and May 1, except when authorized by the engineer. Seal coats for shoulders shall not be placed between October 1 and May 1, except when authorized by the engineer. Placement within these dates shall only be permitted when it is to the Commission’s advantage to do so.

***Delete Sec 409.5.2 and substitute the following:***

**409.5.2 Surface Preparation.** The surface shall be thoroughly cleaned and swept to remove all dirt, packed soil or any other foreign material prior to spraying the bituminous material.

***Amend Sec 409.5.4 through Sec 409.5.7 and substitute the following:***

**409.5.4 Compaction.** The surface aggregate shall be thoroughly seated over the entire area with pneumatic tire rollers, using sufficient passes to embed the aggregate.

**409.5.5 Dust Control.** At the discretion of the engineer, if dust in the air becomes an issue, the contractor may be required to control dust.

**409.5.6 Loose Aggregate.**  Loose aggregate shall be removed from curbs, gutters, sidewalks, driveways and other areas designated by the engineer.

**409.5.7 Application of Cover Aggregate.** All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered.

***Delete Sec 409.6.1 and substitute the following:***

409.6.1 The contractor shall perform work in such a way as to avoid damage to vehicles resulting from asphalt or loose aggregate. During seal coat aggregate application, the contractor shall control traffic through the one lane two-way operation of the work zone by means of pilot vehicles to a maximum speed of 35 miles per hour. During any additional sweeping operations pilot cars may be eliminated. Conformance with the specifications, standards and traffic control plan is considered a minimum effort and is not intended to absolve any liability for damage to vehicles as a result of construction operations. The contractor shall designate a responsible person for receiving and resolving damage claims from the public. This person shall be available, by telephone, during normal business hours Monday through Friday. The company name and contact information shall be posted as designated on the plans. The contractor shall submit a list of all damage claims and disposition to the engineer on a weekly basis.

***Delete Sec 409.7 and substitute the following:***

**409.7 Basis of Acceptance.** Acceptance shall not be made less than five (5) days from completion of the route. Seal coat will be evaluated by the engineer based on the following criteria. Any of the following may be grounds for rejection:

(a) During normal traffic operations, the presence of any loose stone that may be picked off the surface by vehicles.

(b) During normal traffic operations, the presence of any dust that is a nuisance to adjoining properties or impairs visibility.

(c) During normal traffic operations, the presence of any bleeding or moderate tracking.

(d) Transverse or longitudinal construction joints from the chip seal application that are not straight and uniform and create a bump or poor riding joint.

(e) An asymmetric appearance seen in a chip seal surface characterized by longitudinal grooves or ridges in the surface.

(f) A surface not having complete aggregate coverage with holes or failures in the surface.

G. BRIDGE END TRANSITIONS

**1.0** At all bridge exceptions, the engineer will determine in the field the ending point of the transition. This point will not necessarily be at the bridge end, but will be located at a point which provides the smoothest transition and approach to the bridge. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

H. DELAYED NOTICE TO PROCEED

The contractor's notice to proceed will be delayed until May1, 2012. Construction activities shall not start until this date.

No direct payment will be made to the contractor for any reason of their compliance with this provision. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from this delayed notice to proceed.

I. TIME FOR COMPLETION OF THE WORK

**1.0**  **Description.** Completion of this contract shall be in accordance with Sec 108.7 and will be administered on both a calendar date completion basis and by calendar days completion basis.

**1.1** Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.

Completion Date: September 1, 2012

**1.2**  In addition, calendar days for the completion of this contract have been established. The count of calendar dayswill start on the date the contractor starts any construction operations. All work shall be completed within the calendar days specified below. Completion of the work by calendar days shall be in accordance with the requirements of Sec 108.7.

Calendar Days: XX ***(The sum of the number of days from each route. Example: 5 routes with 5 days per route = 25 Calendar Days for the contract)***

**1.3** Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contractremains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract**.**

Liquidated Damages Per Day: $\_\_\_\_\_\_\_\_\_\_

**1.4** If all Work is not complete prior to the specified overall contract completion date, the contractor will be charged with an overall liquidated damage specified in the amount of **$$$** per day for each full day that the Work is not fully completed. This damage will be assessed independently of the liquidated damages as specified above.

J. PILOT CAR

**1.0** The contractor will provide a pilot car during construction, as directed by the engineer. Signs for cross roads including state routes, county roads and city streets, and the pilot car shall be provided as shown on the plans and as directed by the engineer.

**2.0**  **Basis of Payment.**  There will be no direct pay for all labor and equipment necessary to provide the pilot car.

**3.0** **Basis of Payment.** The accepted quantities of pavement will be paid for at the contract unit price. There will be no direct payment for compliance with the requirements of this provision.

K. SEAL COAT PRICE INDEX

1. **Seal Coat Price Index.** Adjustments will be made to the payments due the contractor for Seal Coat placed in accordance with Section 409 of the Standard Specifications when the quantity exceeds 50,000 square yards for an individual project or any number of projects in the contract combination. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.
2. **Basis of Payment.** To determine the adjustment for any material specified in this provision the following formula will be used.

A = B X (2.01/2000) X (D – E)

Where: A = adjustment for Seal Coat placed during the index period

B = square yards of seal coat placed during the index period

D = average index price at the beginning of the period

E = average index price at the time of bid

**3.0 Optional.** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid for the Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Seal Coat Price Index. If the Seal Coat Price Index is accepted, PG asphalt binder for the project will not be eligible for a material allowance as described in Sec 109.