

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

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

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<p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>Ozarks Transportation Organization</b> 2208 W. Chesterfield St. #101 Springfield, MO 65807 Phone 417-865-3042</p>
	<p><b>Crawford, Murphy &amp; Tilly, Inc.</b> 1631 W. Elfindale Springfield, MO 65807 Certificate of Authority: 000631 Consultant Phone: (417) 869-6009</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>PROJECT NO. CITY OF SPRINGFIELD DATE PREPARED: AUGUST, 11, 2022</p>
	<p>ADDENDUM:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>	

A. COORDINATION AND SITE CONDITIONS

1.0 GENERAL

- A. Requirements for coordinating and sequencing the work under the Contract and requirements regarding existing site conditions.

2.0 SITE CONDITIONS

A. Information on Site Conditions:

- a. General: Information obtained by the Owner regarding site conditions, topography and subsurface information obtained by the Engineer's investigation of surface and subsurface conditions, shall be considered part of the Contract Documents. Neither the Engineer nor the Owner assumes any responsibility for its accuracy or completeness or for the Contractor's interpretation of such information.

B. Existing Utilities and Facilities:

a. Location:

- i. Known utilities and facilities adjacent to or within the work area are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness. Contractor's request for additional compensation or Contract time resulting from encountering utilities not shown will be considered incidental to the contract. Excessive delays that affect the "critical path" of project scheduling shall be considered for contract time extensions and additional compensation. This decision shall be made by the Owner.
- ii. Contractor shall exercise reasonable care to verify locations of utilities and facilities shown on the drawings and to determine the presence of those not shown. Immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities, and also checked with electronic metal and pipe detection equipment. Where there is reasonable cause to verify the presence or absence of an underground facility, make exploratory excavations prior to proceeding with major excavation in the area.
- iii. Contractor shall call 1-800-344-7483 (Missouri One Call) for location of underground utilities prior to beginning any excavation work on this project.

b. Preconstruction Survey and Monitoring

- i. After the Contract is awarded and before starting the work, the Contractor shall perform a preconstruction survey of the site with the Ozarks Transportation Organization PM. During this examination, proper documentation of the existing conditions shall be made through photographs. The Contractor shall be responsible for all documentation.

- ii. Records of all observations shall be prepared by the Contractor. Two copies of each document and photographs shall be provided to the Engineer.
  - iii. The above records and photographs are intended to use as evidence in ascertaining the extent of any damage, which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the Owner. The records will provide a means of determining whether and to what extent damage may have occurred as a result of the Contractor's operations. The records will also be utilized to guide the restoration phase of this project.
- c. Contractor's Responsibilities:
- i. Contractor shall call 1-800-344-7483 (Missouri One Call) for location of underground utilities prior to beginning any excavation work on this project.
  - ii. Where Contractor's operations could cause damage or inconvenience to telephone, television, power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make arrangements necessary for the protection of these utilities and services. Replace existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.
  - iii. Notify utility offices that are affected by construction operations at least 72 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for the utilities.
  - iv. Contractor shall be solely and directly responsible to Owner and operator of such properties for damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of injuries or damage which may result from construction operations under this Contract.

### **3.0 PROJECT MEETINGS**

- A. Preconstruction Conference: See Section C, PROGRESS SCHEDULES.
- B. Progress Meetings: The Engineer will schedule regular progress meetings to review work progress, schedules, and other matters needing discussion and resolution. See Section C, PROGRESS SCHEDULES for details on progress meetings.
- C. Coordination Meetings: The Engineer will conduct weekly coordination meetings between the Contractor, Owner, and the Engineer for the purposes of discussing and resolving various project elements requiring interface or coordination with the Owner's treatment.
  - a. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
  - b. Time of work: No work shall be done between 7:00 p.m. and 7:00 a.m., or on weekends or legal holidays, without prior approval of the Owner. However, maintenance or emergency work during these hours may be done without prior permission.
  - c. Overtime Notice: If Contractor, for convenience, should desire to carry on work at night or outside regular hours, submit written notice to the Engineer and allow ample time for satisfactory arrangements to be made for inspecting work in progress.

### **4.0 PAYMENT**

- A. General:
  - a. Payment for work in this section will be considered as incidental to the contract.

- b. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

## **B. SUBMITTALS**

### **1.0 GENERAL**

- A. Requirements and procedures necessary for scheduling, preparation, and submission of submittals.
- B. Individual specification sections in these Contract Documents contain additional and special submittal requirements.

### **2.0 SUBMITTAL PROCEDURES**

- A. Owner reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquires to Engineer regarding the procedure, purpose, or even extent of any submittal.
- B. Review, acceptance, or approval of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by Contractor shall not add to the Contract amount, and additional costs, which may result therefrom, shall be solely the obligation of Contractor.
- C. Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.
- D. Owner is not responsible to provide engineering or other services to protect Contractor from additional costs accruing from such approvals.

### **3.0 ADMINISTRATIVE SUBMITTALS**

- A. Provide administrative submittals required by the Instructions to Bidders, General Conditions, Job Special Provisions, and as may be specifically required in other parts of the Contract Documents.

### **4.0 SCHEDULES**

- A. General:
  - a. Submit estimated progress schedule and preliminary schedule of submittals to Engineer.
  - b. Revise and resubmit as specified, and identify all changes made from previous schedule submittal.
- B. Progress Schedule: See Section C, PROGRESS SCHEDULES for requirements.
- C. Schedule of Submittals:
  - a. Submit Preliminary and Finalized Schedule of Submittals to the Engineer. Preliminary Schedule of Submittals shall be submitted within 10 days after the date of Notice to Proceed. The Finalized Schedule of Submittals shall be submitted no later than 10 days after the Contractor receives the Engineer's review comments on the Preliminary Schedule of Submittals.

### **5.0 SCHEDULES**

- A. The Owner and/or his authorized agents will take construction progress photographs as the work progresses. The Owner/Engineer reserves all rights to take other photographs and videotapes of the construction work.

### **6.0 PAYMENT**

- A. General:

- a. Payment for work in this section will be considered as incidental to the contract.
- b. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

## **C. PROGRESS SCHEDULES**

### **1.0 GENERAL**

- A. Detailed scheduling requirements and procedures including preparation and overall schedule.
- B. Preconstruction conference requirements.
- C. Monthly progress report requirements.

### **2.0 SUBMITTALS**

- A. Overall Schedule
- B. Progress reports

### **3.0 PROGRESS OF THE WORK**

- A. General:
  - a. Execute work with such progress as necessary to prevent delay to the overall completion of the project.
  - b. Execute work at such times and on such parts of the project, and with such forces, materials, and equipment, to assure completion in the time established by the Contract.

### **4.0 PRECONSTRUCTION CONFERENCE**

- A. A preconstruction conference shall be held as soon as possible after the award of the Contract but before the Notice to Proceed. Contractor shall meet with Owner and Engineer for discussion of scheduling requirements, processing application for payment and establishing a working understanding among the parties. The conference shall be held at the jobsite or at a location selected by the owner.

### **5.0 OVERALL SCHEDULE**

- A. General:
  - A. Contractor shall prepare and submit, within 10 days after the award of Contract, an Overall Schedule comprised of all construction operations in connection with the contract.
  - B. Overall Schedule shall indicate the sequence of work.
  - C. The Overall Schedule shall show all stipulated milestone dates, constraints, substantial completion and final completion dates.
- B. Progress Reports:
  - A. Once each month on a date mutually agreed upon by the Contractor, Owner and Engineer, a jobsite progress meeting will be held, at which time the schedule will be reviewed. Immediately prior to the meeting, Contractor shall obtain the necessary information to update the Overall Schedule to reflect progress to date. Furnish sufficient copies of the updated schedule at the meeting for review.

### **6.0 PAYMENT**

- A. General:
  - A. Payment for work in this Section will be considered incidental to the contract.

- B. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**D. CONTRACT CLOSEOUT**

**1.0 GENERAL**

- A. Procedures to be followed in closing out the Contract.

**2.0 FINAL SUBMITTALS**

- A. No Contract will be finalized until all guarantees, bonds, certifications, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer and Owner.

**3.0 EXECUTION**

- A. Final Cleaning. At completion of work and immediately prior to final inspection, clean entire project according to the following provisions:
  - a. Clean, sweep, wash, and polish work and equipment provided under the Contract, including finishes. Leave the structures and site in a complete and finished condition to the satisfaction of the Engineer.
  - b. Should Contactor not remove rubbish or debris or not clean the facilities and site as specified above, the Owner reserves the right to have final cleaning done at the sole expense of the Contractor.

**4.0 FINAL INSPECTION**

- A. After final cleaning and upon written notice from Contractor that the work is completed, Engineer will make preliminary inspection with the Owner and Contractor present. Upon completion of preliminary inspection, Engineer will notify Contractor in writing of particulars in which the completed work is defective or incomplete.
- B. Upon receiving written notice from Engineer, Contractor shall immediately undertake work required to remedy defects and complete the work to the satisfaction of Engineer.
- C. After the items as listed in Engineer's written notice are corrected or completed, inform Engineer in writing that required work has been completed. Upon receipt of this notice, Engineer, in the presence of Owner and Contractor, will make final inspection of the project.

**5.0 PAYMENT**

- A. General:
  - a. Payment for work in this section will be considered as incidental to the contract.
  - b. Any extension of contract time that may be granted by the Owner will not of itself be constitute a claim for additional payment for work under this section.

**E. REQUESTING ACCESS TO CU PROPERTY**

**1.0 DESCRIPTION**

- A. The work described in this contract is being performed on City Utilities property and being overseen by the Ozarks Transportation Organization.

**2.0 CONTRACTOR REQUIRMENTS**

- A. Contractor shall prepare a work plan identifying the location of which they plan on accessing the existing rail, proposed staging area and sequence of work along with the work schedule required in JSP B. This work plan shall be prepared and submitted prior to the preconstruction meeting so proper review and approval can be made prior to the Notice to Proceed.

### 3.0 BASIS OF PAYMENT

- A. All work necessary to prepare the work plan shall be considered incidental to the overall contract price.

## F. MOBILIZATION AND DEMOBILIZATION

### 1.0 DESCRIPTION

- A. This item shall consist of the preparatory and removal of work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site.

### 2.0 BASIS OF PAYMENT

- A. Payment for mobilization and demobilization will be made once upon project completion. The contract unit price shall be considered as full compensation for all labor, equipment or other items involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-01, MOBILIZATION AND DEMOBILIZATION, per LUMP SUM

## G. REMOVAL OF APPROXIMATELY 1.5 MILES OF RAILROAD TRACK (EQUALING 32,082' OF RAIL LENGTH) OF 100 LB RAIL, JOINT BARS AND PLATES

### 1.0 DESCRIPTION

- A. This work item shall consist of the removal/dismantling of any existing railroad materials, including rails, as well as incidental rail materials such as switches, joint bars, bolts, tie plates, spikes and other miscellaneous railroad materials within the designated areas as shown on the plans.

### 4.0 CONSTRUCTION REQUIREMENTS

- B. Contractor shall remove the railroad rail and ties within designated areas only in such a manner as to minimize affects to the existing railbed and surrounding features. Contractor shall not remove ballast and shall perform the work in such a manner as to minimize the affects to the railbed and surrounding features, keeping all work/equipment/materials/debris on the railbed.

- a. In dismantling of the rail, all rail joint bars (and Compromise Joint Bars) shall be removed prior to any movement of the rail.

~~i. Joint bar bolts may be cut off with a saw or unbolted. Bolts shall not be cut off with a torch.~~

- b. Tie plate removal shall be completed with spike puller as to not damage the plates, excavator budget removal not allowed. Spikes shall be removed with a spike puller prior to removal

- C. Contractor shall not remove the at-grade railroad crossing at shall take special care in removal of railroad rails and ties near Kissick Avenue as to not disturb the existing crossing. If any damage occurs to the crossing, the contractor will be responsible for repairing the crossing at no cost to the owner.

- D. Contractor may retain any all rail materials mentioned above for scrap or salvage value, see JSP I below. Any materials not being kept by the contractor as scrap or for salvage shall be properly disposed of.

**5.0 MEASUREMENT**

- A. All incidental materials to the railroad rails and tie removal such as switches, join bars, bolts, tie plates, spikes and other miscellaneous railroad materials shall be included in the cost of REMOVAL OF APPROXIMATELY 1.5 MILES OF RAILROAD TRACK (EQUALING 32,082' OF RAIL LENGTH) OF 100 LB RAIL, JOINT BARS AND PLATES.
- B. Locations of the rail removals vary from single track to double track and multiple tracks. Measurement of this bid item is based solely on linear foot of centerline of railbed and *not* linear foot of rail. Contractor is required to determine the exact amount of removal required to fulfil this bid item.

**6.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered as full compensation for all labor, equipment, disposal, or other construction involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-02, REMOVAL OF APPROXIMATELY 1.5 MILES OF RAILROAD TRACK (EQUALING 32,082' OF RAIL LENGTH) OF 100 LB RAIL, JOINT BARS AND PLATES, per LUMP SUM

**H. TIE REMOVAL AND DISPOSAL**

- 1.0 This work item shall consist of the removal/dismanting and disposal of the railroad ties within the designated areas as shown on the plans.

**1.1 CONSTRUCTION REQUIREMENTS**

- A. The contractor shall remove all railroad ties as indicated on the plans and remove them from the project site. In removal of the ties from the project site, the contractor is permitted to retain any and all railroad ties at their discretion, however; if the contractor wishes to dispose of the railroad ties proper procedures shall be followed as outlined below.
  - a. The contractor will dispose of Railroad Tie construction debris at permitted solid waste and construction/demolition landfills. The contractor will provide all necessary information for the disposal of solid wastes and construction wastes to the appropriate landfill operator, including any required testing of materials and completion of forms required by the MoDNR.

**2.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered as full compensation for all labor, equipment, disposal, or other construction involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-03, TIE REMOVAL AND DISPOSAL, per LUMP SUM

**I. LINEAR GRADING, CLEAN-UP, AND RESTORATION OF DISTURBED RAILBED AND DISPOSAL OF MATERIALS**

**1.0 DESCRIPTION**

- A. This work shall consist of the LINEAR GRADING of the disturbed railbed as shown on the plans.

**2.0 CONSTRUCTION REQUIREMENTS**



- A. Contractor shall grade the railbed in the locations of the rail and ties removal to a smooth and level surface. No material removal or addition is required as part of this bid item.

**3.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered as full compensation for all labor, equipment, or other construction involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-04, LINEAR GRADING CLEAN-UP, AND RESTORATION OF DISTURBED RAILBED AND DISPOSAL OF MATERIALS, per LUMP SUM

**J. SALVAGING OF STEEL RAILROAD RAIL**

**1.0 GENERAL**

- A. The Owner recognizes that the steel railroad rail has significant value and as such is requiring the contractor to credit (negative bid price) the project in the bid. Upon removal of the steel railroad rail from the site, the Contractor retains ownership of said rail and is thus able to salvage the rail for profit.

**2.0 MATERIALS**

- A. The Engineer has determined that the existing steel railroad is a combination of 1084 grade steel at 100 lbs per yard and 1084 grade steel at 131 lbs per yard. The material information provided is for reference only and the contractor is required to field verify the rail materials to base their bid on.

**3.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered a bid by the contractor to the Owner to retain the steel railroad rail in order to salvage the rail at their discretion and shall be completely covered by the unit price bid for:

Pay Item No. SV-06, SALVAGE VALUE TO OTO, per LUMP SUM

**K. TRAFFIC CONTROL**

**1.0 GENERAL**

- A. This work shall consist of furnishing and maintaining construction signs in accordance with the below standards and location.

**2.0 CONSTRUCTION REQUIREMENTS AND MATERIALS**

- A. All construction signs shall follow MUTCD, NCHRP 350, and MoDOT (Section 616.6 of the EPG) requirements.
- B. Contractor is to install two (2) TRUCKS ENTERING AND LEAVING HIGHWAY signs prior to mobilizing equipment to the site with the signs remaining in use until demobilization has been completed. Signs are to be located as indicated in the below images:



a. Contractor is required to place the signs face down when no construction is occurring at the site.

C. The OTO PM and Construction Inspectors reserve the right to require the Contractor to take additional

traffic control measures in accordance with MUTCD and MoDOT requirements if unsafe conditions are observed.

**3.0 BASIS OF PAYMENT**

- A. No Direct Payment will be made for Traffic Control and any work or materials necessary to complete this item will be covered under the pay item SV-01 – Mobilization and Demobilization.