JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	General - Federal JSP-09-02G	1
B.	Contract Liquidated Damages JSP-13-01B	1
C.	Work Zone Traffic Management JSP-02-06J	2
D.	Emergency Provisions and Incident Management JSP-90-11A	6
E.	Project Contact for Contractor/Bidder Questions JSP-96-05	7
F.	Utilities JSP-93-26F	7
G.	Metro Bus Service	13
Н.	Temporary Traffic Control	14
I.	ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01B	15
J.	ADA Curb Ramps	16
K.	Audible Pedestrian Pushbuttons and Signing	19
L.	Video Detection System	21
М.	NTCIP Compliant Changeable Message Sign Requirements	25
N.	Removal and Delivery of Existing Signs	27
О.	MoDOT's Construction Workforce Program NJSP-15-17A	28
Ρ.	Contractor Quality Control NJSP-15-42	33
Q.	Coordination with Other Projects Between Contractors	35
R.	Concrete Curb Under Guardrail	36
S.	Inlaid Pavement Marker Installation	37
Т.	Shaping Slopes Class III (Modified Material Requirements)	39
U.	Modified Rock Blanket	39
V.	Inlet Top Replacement	39
W.	Coordination with MoDOT Signal Shop for Cabinet Entry	40
Х.	Traffic Signal Maintenance and Programming	40
Υ.	Coordination with ITS Staff and Utility Locates	44
Ζ.	Pull Box Adjustment	44
AA.	Audible Pedestrian Pushbuttons and Signing	45
BB.	Conduit	46
CC.	MoDOT ITS Assets Relocation	51
DD.	MoDOT ITS Equipment within Project Limits	54
EE.	Supplemental Revisions JSP-18-01Q	54
FF.	Optional Temporary Pavement Marking Paint NJSP-18-07C	58

	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: J6I3424 ST. LOUIS CITY, MO DATE PREPARED: August 4, 2021
	ADDENDUM DATE:
Only the following items of the J authenticated by this seal: All	ob Special Provisions (Roadway) are

JOB SPECIAL PROVISION

A. <u>General - Federal</u> JSP-09-02G

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2021 Missouri Standard Plans For Highway Construction

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

B. <u>Contract Liquidated Damages</u> JSP-13-01B

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

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

Notice to Proceed:	January 31, 2022
Completion Date:	November 1, 2022

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

Job Number	Calendar Days	Daily Road User Cost
J6I3424	NA	\$9800

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

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

C. Work Zone Traffic Management JSP-02-06J

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

1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

1.2 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

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

2.2 The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

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

2.4 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.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

2.5.1 Traffic Safety.

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

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five

major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day Labor Day Thanksgiving Christmas New Year's Day

3.1.1 Independence Day. The lane restrictions specified in Section 3.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

12:00 noon July 1, 2022 – 6:00 a.m. July 5, 2022 12:00 noon June 30, 2023 – 6:00 a.m. July 5, 2023

3.1.2 Special Events.

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There may be events of regional significance during the duration of this project, such as specific sporting events (St. Louis Cardinals and St Louis Blues home games), events at Forest park, Tower Grove Park, or Grand Center, parades, marathons, concerts and other major St. Louis events such as the Susan G. Komen Race for the Cure, Forest Park Balloon Glow, Moonlight Ramble, and Fair St. Louis. The Engineer will advise the contractor of any such events and how they are to be handled. All lanes shall be scheduled to be open to traffic 3 hours before the event until 2 hours following the end of the event, or at the direction of the Engineer.

3.2 The contractor shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during the following hours.

Single Lane Closure Eastbound I-70/I-44:	<u>98:</u>
Nighttime Hours: Weekend Hours:	8:00 pm – 6:00 am Monday through Friday No restriction
Westbound I-70/I-44:	
Nighttime Hours:	9:00 pm – 7:00 am Monday through Friday
Weekend Hours:	No restriction
Double Lane Closur	<u>es</u>
Eastbound I-70/I-44:	
Nighttime Hours:	8:00 pm – 5:00 am Monday through Friday
Weekend Hours:	No restriction

Westbound I-70/I-44:	
Nighttime Hours:	9:00 pm – 6:00 am Monday through Friday
Weekend Hours:	No restriction

Intersections

Intersections (Biddle/Broadway, Salisbury/9th, McKinley/9th, Salisbury/11th/ McKinley/11th)Daytime Hours:9:00 am - 3:00 pm Monday through FridayWeekend Hours:No restriction

3.5 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic **on I-70/I-44** or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place **on I-70/I-44**, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

3.5.1 The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

4.0 Detours and Lane Closures.

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

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

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

D. <u>Emergency Provisions and Incident Management</u> JSP-90-11A

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement 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 law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri State Highway Patrol Troop C Headquarters 891 Technology Dr. Weldon Spring, MO 63304 (636) 300-2800

St. Louis Metropolitan Police Department South Patrol Division 3157 Sublette Ave. St. Louis, MO 63139 (314) 444-0100

Saint Louis University Hospital 3635 Vista Ave. St. Louis, MO 63110 (314) 577-8000

Barnes-Jewish Hospital 1 Barnes-Jewish Hospital Plaza St. Louis, MO 63110 (314) 747-3000

St. Louis City Fire Department Headquarters 1421 N. Jefferson Ave. St. Louis, MO 63106 (314) 533-3406

St. Louis City Tow Lot/Towing Services 7410 Hall St. St. Louis, MO 63147 (314) 383-7546

MoDOT Transportation Management Center (TMC) 14301 South Outer 40 Rd. Chesterfield, MO 63017 (314) 275-1500

St. Louis County Police, Fire and EMS		
St. Louis County Police	314-889-2341	
City of Berkeley	314-524-3311	
City of Cool Valley	314-889-2341	
City of Normandy	314-385-3300	
City of Berkeley Fire Department	314-524-3566	

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 law enforcement agency.

2.2 The contractor shall notify law 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 law 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.

E. <u>Project Contact for Contractor/Bidder Questions</u> JSP-96-05

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

Aaron Groff, Project Manager MoDOT, St. Louis District 1590 Woodlake Drive Chesterfield, MO 63017

Telephone Number: 314-453-1876 Email: Aaron.Groff@modot.mo.gov

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

F. <u>Utilities</u> JSP-93-26F

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

<u>Utility Name</u>	<u>Known</u> <u>Required</u> <u>Adjustment</u>	<u>Type</u>
Ameren Missouri Russ Robertson Telephone: 314.992.9804 Email: <u>rrobertson2@ameren.com</u>	See 3.0	Electric
AT&T Distribution Tonya Wells Telephone: 636.448.9607 Email: <u>Tw2745@att.com</u>	None	Communications
AT&T Transmission Lenny Vohs Telephone: 816.275.4014 Email: <u>lv2121@att.com</u>	None	Communications
CenturyLink Communications Dave Vega Telephone: 516.712.3041 Email: <u>david.vega@centurylink.com</u>	None	Communications
Charter Communications George Bugg Telephone: 314.780.2921 Email: <u>george.bugg@charter.com</u>	None	Communications
City of St. Louis Water Michael Kelly Telephone: 314.633.9034 Email: <u>mdkelly@stlwater.com</u>	None	Water
City of St. Louis Traffic Len Efthim (Lighting) Telephone: 314.647.3111 Email: <u>efthiml@stlouiscity.com</u>	None	Lighting
Mallinckrodt Paul VanderHeyden Telephone: 314.654.8090	None	Communications

Metropolitan Sewer District Elbert Jaquess Jr. Telephone: 314.768.6315 Email: <u>ejaquess@stImsd.com</u>	See 11.0	Sewer
Spire Energy Richard Frock Telephone: 816.472.3489 Email: <u>richard.frock@spireenergy.com</u>	None	Gas
Verizion/ADB Jeremy Phillips Telephone: 636.399.1023 Email: jeremy.phillips@verizion.com	None	Fiber
Windstream Hugh Carroll Telephone: 314.227.7046 Email: <u>hugh.carroll@windstream.com</u>	None	Fiber

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

2.0 Project Specific Provisions: The Contractor shall be aware there are numerous utilities present along the routes in this contract. The locations listed below are not to be considered all inclusive.

3.0 Ameren Overhead Power lines The contractor shall discuss the planned work as it relates to any energized power lines with Ameren Missouri and coordinate with Ameren Missouri for the installation of any insulation covers over the lines and/or any other designated requirements. Please note Ameren Missouri has revised the policy regarding the charges for placement, length of use and relocation of covers. The contractor is advised to contact Ameren Missouri regarding the current policy and so the anticipated cost to the contractor can be estimated and when payment is required. The Contractor shall contact Ameren Missouri at least two weeks in advance of when construction work is scheduled to begin to request covers to be placed at a given location.

Contractor shall directly contact Ameren Missouri to verify location of facilities. The contractor shall coordinate construction activities with Ameren Missouri and take measures to ensure the integrity of the existing facilities are not disturbed. The

contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions. Payment will be made directly to Ameren for the above requirements.

The Commission cannot warrant the information above which was provided by Ameren Missouri.

3.1 Ameren does not have any known conflicts within the project limits. Care shall especially be used when installing conduit at the northwest quadrant of the 9th Street and Mckinley Street intersection. Underground electric is running in a north to south direction along the western side of 9th Street. Field adjustments of project improvements may be necessary at the discretion of the engineer. The contractor shall call for locates before performing any work within proximity of all Ameren facilities.

4.0 AT&T Distribution AT&T does not have any known conflicts within the project limits.

Contractor shall directly contact AT&T to verify location of facilities. The contractor shall coordinate construction activities with AT&T and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by AT&T.

5.0 AT&T Transmission AT&T does not have any known conflicts within the project limits.

Contractor shall directly contact AT&T to verify location of facilities. The contractor shall coordinate construction activities with AT&T and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by AT&T.

6.0 CenturyLink CenturyLink does not have any known conflicts within the project limits.

Contractor shall directly contact CenturyLink to verify location of facilities. The contractor shall coordinate construction activities with CenturyLink and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by CenturyLink.

7.0 Charter Communications Charter does not have any known conflicts within the project limits.

Contractor shall directly contact Charter to verify location of facilities. The contractor shall coordinate construction activities with Charter and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by Charter.

8.0 City of St. Louis Water St. Louis City Water does not have any known conflicts within the project limits.

Contractor shall directly contact City Water to verify location of facilities. The contractor shall coordinate construction activities with City Water and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by City Water.

9.0 City of St. Louis Traffic St. Louis City Traffic does not have any known conflicts within the project limits.

Contractor shall directly contact City Traffic to verify location of facilities. The contractor shall coordinate construction activities with City Traffic and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by City Traffic.

10.0 Mallinckrodt Mallinckrodt does not have any known conflicts within the project limits.

Contractor shall directly contact Mallinckrodt to verify location of facilities. The contractor shall coordinate construction activities with Mallinckrodt and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by Mallinckrodt.

11.0 Metropolitan Sewer District While no relocations are planned, care should be used when working with and in the proximity of MSD facilities. Care should especially be used when installing conduit at the southeast quadrant of 11th Street and Salisbury Street. MSD has a sanitary sewer running northwest to southeast and perpendicular to the in-place guardrail. Field adjustments of project improvements may be necessary at the discretion of the engineer. Any adjustments or variations from the proposed work shall be documented so as to be properly recorded in facility maps maintained by MSD.

Contractor shall directly contact MSD to verify location of facilities. The contractor shall coordinate construction activities with MSD and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by MSD.

12.0 Spire Energy Spire does not have any known conflicts within the project limits. The contractor shall call for locates before performing any work within proximity of all Spire facilities.

Contractor shall directly contact Spire to verify location of facilities. The contractor shall coordinate construction activities with Spire and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by Spire.

13.0 Verizon Verizon does not have any known conflicts within the project limits. The contractor shall call for locates before performing any work within proximity of all Verizon facilities.

Contractor shall directly contact Verizon to verify location of facilities. The contractor shall coordinate construction activities with Verizon and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by Verizon.

13.0 Windstream Windstream does not have any known conflicts within the project limits. The contractor shall call for locates before performing any work within proximity of all Windstream facilities.

Contractor shall directly contact Windstream to verify location of facilities. The contractor shall coordinate construction activities with Windstream and take measures to ensure the integrity of the existing facilities are not disturbed. The contractor shall protect the integrity of any existing facility in close proximity to contract work while performing construction activities.

There will be no direct pay for compliance to any of the above provisions.

The Commission cannot warrant the information above which was provided by Windstream.

G. <u>Metro Bus Service</u>

1.0 Description. The contractor shall be aware that several bus stops located within the project limits are part of the Metro Bus service network. It shall be the contractor's responsibility to determine whether any existing bus stop locations will be impacted due to the lane closures or other traffic control necessary for the staging of the proposed work. Metro shall be contacted 4 weeks prior to any traffic control being installed that may affect bus service. At least one pedestrian access point to each bus stop must be available at all times, unless approved by Metro.

1.1 All active bus stop signs shall remain visible at all times during construction. Should any of the existing bus stop signs or posts be damaged by the contractor's negligence, they shall be replaced at the contractor's expense.

1.2 The contractor shall contact Metro regarding the requirements of this section. Below is the contact information.

Natalie Siebert

Senior Planner | Transit Operations | Planning & System Development Division BI-STATE DEVELOPMENT | METRO Transit 211 North Broadway Suite 700, Saint Louis, MO 63102-2759 T 314.982.1400 (1816) | M 314.497.4916 | F 314.923.3034 nmsiebert@metrostlouis.org www.metrostlouis.org – WEB | www.nextstop.org – BLOG

H. <u>Temporary Traffic Control</u>

1.0 Description. All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the contractor. This will include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators 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.

2.0 Work requirements. Work shall be in accordance with Sec 616, Sec 612, and the contract plans.

3.0 Method of Measurement. The quantities shown on the plans shall be considered an estimate and may be subject to change based on field conditions. This work will not be measured for payment, but will be considered a lump sum unit. Any Value Engineering proposals to the temporary traffic control will not be paid for through value engineering but will be covered under Temporary Traffic Control, lump sum.

4.0 Basis of Payment.

4.1 Partial payments will be made as follows:

(a) The first partial payment will be made when five percent of the original contract amount is earned. This payment will be the lesser of 50 percent of the contract price for the item of temporary traffic control or 5 percent of the original contract price.

(b) The second partial payment will be made when 50 percent of the original contract amount is earned. This payment will be the lesser of 25 percent of the original contract price for the item of temporary traffic control or 2.5 percent of the original contract price.

(c) The third partial payment will be made when 75 percent of the original contract amount is earned. This payment will be the lesser of 20 percent of the original contract price for the item of temporary traffic control or 2 percent of the original contract price.

(d) When the engineer has accepted the contract for maintenance in accordance with Sec 105, the remaining contract price for the item of temporary traffic control will be paid.

(e) The above partial payment schedule may be adjusted by the engineer if proof of invoices submitted by the contractor demonstrate additional temporary traffic control costs were incurred earlier than the above proposed schedule. The total payment for temporary traffic control will not exceed the bid amount for Temporary Traffic Control, lump sum, unless covered by a cost change order as referenced in the following Section 4.3.

4.1.1 For the purposes of this provision, the term "original contract price" will be construed as the total dollar value of the construction items (excluding temporary traffic control) of the original contract.

4.2 Temporary traffic control will be paid for at the contract lump sum price for:

Item Number	Туре	Description
616-99.01	Lump Sum	Misc. Temporary Traffic Control

I. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01B

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

www.modot.org/business/contractor resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do

not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 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 documents.

J. <u>ADA Curb Ramps</u>

1.0 Description. This work shall consist of constructing new concrete curb ramps and island cut-throughs that are compliant with current Americans with Disabilities Act (ADA) and MoDOT guidelines at locations shown on the plans and as directed by the engineer. Providing work zone protections for pedestrians will be a primary component of this project. Specifically, this work shall consist of providing pedestrian detours, including all necessary designing of specific detour routes, placing of signing, barricades, and channelizing. Nothing in this provision shall be construed to limit contractor innovation in mitigating pedestrian traffic impacts. All revisions shall be submitted to the engineer in writing 3 days prior to approval

1.1 The contractor shall assure that the persons establishing the grades of the ADA facilities have a copy of ADA related provisions at hand for reference including the construction ADA checklist, ADA related JSPs, plans, and standard plans. If it is found that written provisions for ADA facilities are not at hand, the engineer may cause ADA work to be ceased until a copy arrives.

2.0 Construction Requirements. Except as noted herein, all applicable provisions in Sec 608 for construction of curb ramps shall apply. Items and materials used for pedestrian traffic control shall be in accordance with Section 616 of the Missouri Standard Specifications for Highway Construction of the version current at the time of the bid opening, as applicable.

2.1 The area to be removed and/or constructed under this provision includes the entire curb ramp, flares, landing pads, truncated domes, sidewalk, and any curbs, including variable height curbs.

2.1.1 Asphalt Mill and fill may be necessary at the face of the ADA ramp to provide a smooth transition from the roadway to the ramp or to drain storm water away from the ADA ramp. The contractor shall establish the grade of the flow line of the gutter before establishing the grades of ADA facilities. Running or standing storm water shall not be pushed out into the roadway by the asphalt where it may be splashed on pedestrians by passing vehicles or cause a hydroplaning hazard. The asphalt mill and fill shall be a minimum of 1.75 inches thick and the edges shall be at a smooth milled butt joint. The contractor shall use an approved BP-1 mix for all corner asphalt mill and fill work unless otherwise specified elsewhere in the contract. Asphalt mill and fill is included in the work of ADA Curb Ramps. If asphalt mill and fill is needed at a corner without any other ADA work, it will be found as a separate line item in this contract.

2.2 Recommendations for the design type of each curb ramp to be built on this project are shown on the plans. These curb ramps may vary from the original design in size, shape, and location as necessary to comply with ADA laws. It is the contractor's responsibility to inspect locations in the field before bidding to verify quantities needed to satisfy this provision.

2.2.1 ADA provides some exceptions to ramp slope where space limitations exist. The apparent construction limits shown on the plans are not considered a space limitation. The use of these exceptions will not be considered by the engineer unless the length needed for compliance goes beyond 10 additional feet as shown as the plans are interpreted by the engineer. The contractor shall not place any ADA exceptions without consulting the engineer on a case by case basis.

2.3 Work Area Safety. The contractor shall maintain a work area that is safe for pedestrians. The areas adjacent to the contractor's physical work site shall also be maintained as needed to provide access to adjoining properties, regardless of whether a detour route is in place. All holes shall be covered with secured plywood or steel plates, and the work area walkways shall be free of trip hazards, loose debris, vehicles, materials, and equipment when the contractor is not in the work area. A 3 foot minimum path shall be maintained on any used-in-place walkway needed for access. The contractor shall not be permitted to park on any walkway solely to avoid the need for a lane closure. Items for lane closures are provided in the plans and quantities. The contractor shall fence in his work area to provide no access to the general public during the construction of the project.

2.4 Prosecution of Work. The contractor shall have all necessary personnel, equipment, and materials at hand for all work at each location before the work begins so that work may proceed without delay. Curb ramp work on each street corner shall be completed 84 hours after work begins on that corner, including adjusting pull boxes, placing sod, placing curb, or any other incidental work. The contractor shall be allowed to work at no more than two corners of an intersection at any time, regardless of the amount of work at each intersection.

2.4.1 Pedestrian Detours. The contractor may exempt themselves from the above 84 hour provision by providing and maintaining a signed pedestrian detour at their own cost on a route with equal or better ADA accessibility than the closed pathway if such routes exist. Pedestrian detours shall be approved by the engineer. Since MoDOT may not own the right-of-way of the detour path, the contractor shall ascertain that the detour route will remain open during its planned use as a detour. The contractor shall inform the engineer of their plans to use a detour not less than three weeks before it is set up.

2.4.2 Detour Locations. Pedestrian detours are to cross the street or go around the block where facilities exist. It may be possible to provide one detour for more than one corner/work location; the quantity for pedestrian detours will be based on the number of work locations needing detours and not on the number of detours actually used. The detour routes shall have equal or better accessibility than existing in the construction location and shall be approved by the engineer. Detours may also use roadway shoulders with sufficient width to provide for pedestrians, and the traffic control to protect them, and where parking is not allowed, provided drainage structures are not a hazard.

At locations where an pedestrian detour is not feasible, the contractor has the option of staging work to maintain a 3' minimum pathway, providing a temporary pathway (3' minimum width) that does not reduce the number of through lanes of the roadway, or providing a full closure with signs for a maximum of 84 hours to reopen the walkway to pedestrian traffic in its final configuration. Locations for full closure shall be submitted to the engineer in writing 2 weeks prior to beginning work, and signs shall be placed announcing the closure 1 week before work begins.

2.5 Liquidated Damages. If work associated with curb ramp modification begins, but is not complete and open to pedestrian traffic within **84 hours** of commencement, the Commission, the traveling public, and state and local police, and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, and pedestrian delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified.

Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$250.00 per hour** of delay that closes a walkway in excess of 84 hours. The contractor's superintendent and the engineer shall be on site at the time of any closures and shall both record an agreed time when the walkway was closed. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

2.5.1 The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction. There shall be no permitted excuse for delay of the work, including weather.

2.6 The curb ramps to be modified per this provision vary in size. It is the contractor's responsibility to verify actual quantities needed to satisfy this provision.

2.7 The truncated domes shall come from Pre-Qualified List FS-1067 Table 1.

3.0 Method of Measurement. 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.

4.0 Basis of Payment. The accepted quantity of ADA compliant curb ramps will be paid at the contract unit price for:

Item N	lo.	Туре	Descri	ption
608-99	9.02	Each	ADA C	urb Ramp

No direct payment will be made for any excavating or preparing of the subgrade, furnishing or installing reinforcement, any incidental work required for furnishing and installing tie bars, tinting of concrete surface as required in the plans, truncated domes, sod or seeding, or asphalt mill and fill required to transition the new ramp to existing pavement or to drain the sidewalk, warping sidewalk to meet existing sidewalk sections, relocating or resetting granite curb, relocating existing pedestrian push buttons on signal poles, the removal and replacement of existing curb/curb and gutter, the removal of existing concrete slabs, saw cuts, or other work necessary in the satisfactory completion of this provision.

K. <u>Audible Pedestrian Pushbuttons and Signing</u>

1.0 Description. Audible pedestrian pushbuttons and signing will be required for all pedestrian indications at all the intersections.

2.0 Installation. Audible signals should be installed as part of a pushbutton assembly.

3.0 Equipment.

3.1 Walk Indications. Accessible pedestrian signals shall have both audible and vibrotactile walk indications.

3.2 Vibrotactile. Vibrotactile walk indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval. Tactile arrow shall be located on the pushbutton that vibrates during the walk interval. Tactile arrow shall be located on the pushbutton, have high visual contrast (light on dark or dark on light), and shall be aligned parallel to the direction of travel on the associated crosswalk.

3.3 Audible. Accessible pedestrian signals shall have an audible walk indication during the walk interval only. The audible walk indication shall be audible from the beginning of the associated crosswalk.

3.4 Pushbutton signage. In addition to standard pedestrian sign requirements, all pushbuttons for the locations mentioned in 1.0 shall have additional signage to indicate crosswalk direction by use of a tactile arrow and the name of the street containing the crosswalk served by the audible pedestrian signal. The sign shall be located immediately above the push button mechanism and parallel to the crosswalk controlled by the button. The street name shall be the name of the street or reasonable abbreviation whose crosswalk is controlled by the push button. Signage shall comply with ADA Accessibility Guidelines (ADAAG) 703.2 specifications for Braille and raised print.

3.4.1 Arrow. Signs shall include a tactile arrow aligned parallel to the crosswalk direction. The arrow shall be raised 0.8 mm (.03 inch) minimum and shall be 4 mm (1.5 in) minimum in length. The arrowhead shall be open at 45 degrees to the shaft and shall be 33 percent of the length of the shaft. Stroke width shall be 10 percent minimum and 15 percent maximum of arrow length. The arrow shall contrast with the background.

3.4.2 Street Name. Accessible pedestrian signals (APS) shall include street name information aligned parallel to the crosswalk direction and shall comply with Revised Draft Guidelines for Accessible Public Rights-of-Way R409.3 or shall provide street name information in audible format.

4.0 Performance.

4.1 Audible Locator Tone. Locator tone that tells the pedestrian that the intersection is equipped with APS and where it is. Pushbutton locator tones shall have duration of 0.15 seconds or less and shall repeat at 1-second intervals. Pushbutton locator tones shall be intensity responsive to ambient sound and be audible 6 to 12 feet from the pushbutton, or to the building line. The locator tone shall operate during the DON'T WALK and flashing DON'T WALK intervals only and shall be deactivated when the pedestrian signal is not operative.

4.2 Verbal Wait Message. Acknowledge tone that tells the pedestrian that they have placed a call and informational message that tells the pedestrian to "Wait to cross" street name at intersecting street name.

4.3 Verbal Walk Message. The verbal messages shall provide a clear message that the walk interval is in effect, as well as to which crossing it applies. If available, the audio tone feature will not be used. The verbal message that is provided at regular intervals throughout the timing of the walk interval shall be the term "walk sign," which will be followed by the name of the street to be crossed.

4.4 Volume. Automatic volume adjustment in response to ambient traffic sound level will be provided up to a maximum volume of 100 dB. The units shall be responsive to ambient noise level changes up to no more than 5 dB louder than ambient sound. Tone or voice volume measured at 36 inches from the unit shall be 2dB minimum and 5dB maximum above ambient noise level. At installation, signal system is to be adjusted to be audible at no more than 5 to 12 feet from the system.

5.0 Documentation and Support.

5.1 Operation and Maintenance Manuals. Two copies of the operation and maintenance manuals for each station shall be included.

5.2 USB with Audible Messages. The Contractor shall provide two copies of USB data card to the Engineer that contains files for the manufacturer's audible messages for complete operation of all APS signals at all stations.

6.0 Construction Requirements. Construction requirements shall conform to Sec 902, 1061, and 1092.

7.0 Method of Measurement. Method of measurement shall conform to Sec 902.

8.0 Payment. This will include all wiring, power adaptors, push button extensions and installation hardware needed. Payment for signing will be included in the pay item for audible pedestrian pushbutton. Payment for the audible signals will be for the following pay item:

Item Number	Item Name	Units
902-99.02	APS Audible Pedestrian Push Button and Signing	Each

L. <u>Video Detection System</u>

1.0 Description. This work shall consist of furnishing, installing and placing into operation a vehicle detection system that detects vehicles by processing video images and providing detection outputs to a traffic signal controller.

2.0 System Requirements. Delete Secs. 902.13.4 and 1092.4.7.7 in their entirety and substitute the following:

902.13.4 Video Detection System. The system shall include all equipment shown on the plans and described in these specifications, plus any incidental items necessary for the satisfactory operation and maintenance of the system. All original identifying information from the packaging of each installed camera shall be placed in the signal cabinet. The video detection system shall be installed per the manufacturer's recommendations. All cable runs shall be continuous without splice from the cabinet to the camera. If requested by the engineer, a factory certified representative from the supplier shall be available for on-site assistance for a minimum of one day during installation.

902.13.4.1 Camera. The bottom of the video camera shall be mounted a minimum of 30 feet (9.0 m) above the pavement, unless otherwise indicated on the plans or approved by the Engineer.

902.13.4.2 Extra Service Outlet. A separate grounded service outlet shall be provided in the controller cabinet for supplying power to the video detection system. Use of the grounded service outlet located on the cabinet door will not be permitted.

1092.4.7.7.1 System Requirements. The video detection system shall provide flexible detection zone placement at any location and at any orientation within the combined field of view of the image processors. Preferred presence detector zone configurations shall be a box or lines placed across lanes of traffic or lines placed parallel with lanes of traffic. Detection zones shall be capable of overlapping, and be configurable to be directional in order to prevent vehicles that approach from all but 1 direction from activating the detection zone.

1092.4.7.7.1.1 The detection zones shall be created by drawing the detection zones on the video image. A graphical user interface shall be built into the video detection system and displayed on a video monitor or computer. It shall be possible to edit previously defined detector configurations to fine-tune detection zone placement.

1092.4.7.7.1.2 When a vehicle is detected by crossing a detection zone, there shall be a visual change on the video display, such as a flashing symbol or a change in color or intensity to verify proper operation of the video detection system.

1092.4.7.7.1.3 Overall performance of the video detection system shall be comparable to inductive loops. Using camera optics and in the absence of occlusion, the video detection system shall be able to detect vehicle presence with 95% accuracy under normal day and night conditions with only slight deterioration in performance under adverse weather conditions, including fog, snow and rain. When visibility exceeds the capabilities of the camera, the video detection system shall default to placing a call on all detectors.

1092.4.7.7.1.4 The video detection system shall be programmable via one dial up modem connection at a minimum of 19,200 bps to the camera(s). It shall provide still image and real time detection displays to a remote computer using supplied video detection system software through the modem.

1092.4.7.7.1.5 In addition to presence detection, the video detection system shall be capable of performing at a minimum the following additional calculations in either real time or by storing the values in the video detection system for each camera view for any visible lane without the addition of another device:

- a) Speed
- b) Volume
- c) Lane Occupancy
- d) Vehicle Classification

Above data shall be capable of being programmed to be collected only when the signal is green for the phase being counted.

1092.4.7.7.2 Video Detection System Components. The video detection system will be defined as the complete assembly of all required equipment and components for detection of vehicles. Each video detection system shall consist of the video camera(s), lightning arrester for video cabling, processor unit(s), a track ball (no mouse allowed), software and license for system control via a computer, if applicable, one dial-up modem with the latest modem transmission standard version, 56.6 kbps maximum connection and a monitor. All camera views shall be obtainable without requiring the disconnection and reconnection of cables within the system. All video cameras at each intersection of the closed loop system shall be capable of being accessed remotely from the one dial up location (master). All equipment needed for this link shall be included.

1092.4.7.7.2.1 Video Detection System Software. The video detection system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using a video monitor and a pointing device to place the zones on a video image, which may include a laptop computer. A minimum of 12 detection zones per camera shall be available.

1092.4.7.7.2.2 Video Detection System Connections. All bus connections in the video detection system shall be corrosion resistant. Serial communications to a computer shall be through an RS-232/RS-422 serial port through a subminiature "D" connector with a computer running supplied system software. The port shall have the capability to access detection system data as well as the real-time imagery needed to show detector actuations.

1092.4.7.7.2.2.1 The equipment shall be provided with either a NEMA TS1 or NEMA TS2 interface as shown on the plans.

1092.4.7.7.2.2.1.1 For TS1 systems, the video detection system shall be equipped with a TS1 detector interface for a minimum of 16 detector outputs, or 32 detector outputs if required by specifications. NEMA red/green inputs for each phase shall be available to provide delay/extend functions into the video detection system. Logic output levels shall be compatible with the TS1. A subminiature "D" connector on the video detection system shall be used for interfacing to these outputs.

1092.4.7.7.2.2.1.2 For TS2 systems, the video detection system shall be equipped with a TS2 Type 1 detector interface, where detector information is transmitted serially via an RS-485 data path. NEMA red/green inputs for each phase shall be available to provide delay/extend functions, either through the detector or the controller **into the** video detection system. A 15-pin subminiature "D" connector, meeting the requirements of the TS2 standard, shall be used for the serial detector output. A minimum of 32 detector outputs is required.

1092.4.7.7.2.2.2 The video detection system shall be provided for either single camera or multiple camera installations as shown on the plans.

1092.4.7.7.2.2.2.1 All video detection systems shall have a RS-170 (NTSC) video input to process another synchronous video source in real-time. The video detection system shall have at least 1 RS-170 (NTSC) video output.

1092.4.7.7.2.2.2.2 For multiple camera installations, at least 1 input shall be provided to allow connection of a local surveillance camera or other non-detection video source. The video from the auxiliary input shall not be processed for video detection. The video detection system shall have an RS-170 (NTSC) composite video output, which may correspond to any of the video inputs, as selected remotely via RS-232 or locally by front panel switch. Multiple video inputs shall be routed into external video switchers (mounted to the monitor if provided).

1092.4.7.7.2.2.2.3 The video detection system shall store a minimum of two separate detection zone configurations. The video detection system shall be capable of switching to any of the different detector patterns at the request of the user and shall be a menu selection with a track ball.

1092.4.7.7.2.3 Monitor. The monitor shall have a 9-inch (220 mm) color screen, an NTSC-M system and BNC video in-out connections. The monitor shall be installed to automatically power on when the cabinet door is opened and automatically power off when the cabinet door is closed. A manual on/off switch shall be provided. If the video detection system is installed in a 332 or 336 cabinet or NEMA cabinet housing a master controller or in one that does not have shelf space a LCD active matrix minimum 5" color monitor shall be supplied instead of the standard monitor. The LCD monitor shall have BNC in/out jacks built into the housing. The unit shall be compact and lightweight, have low power consumption and operate on DC and AC power. Batteries, AC adaptor and tote bag with sun shield shall be included.

1092.4.7.7.2.4 Video Camera and Housing. The video detection system supplier shall furnish the video camera for traffic detection. The camera shall produce a color video image of vehicles during daylight hours, with an optional production of black and white images during nighttime hours. The video shall produce a clear image for scenes with a luminance from 0.009 to 929 foot-candles (0.1 to 10,000 lux).

1092.4.7.7.2.4.1 The camera shall provide a minimum resolution of 500 lines horizontal and 350 lines vertical.

1092.4.7.7.2.4.2 The camera shall include an electronic shutter or auto iris control based on average scene luminance and shall be equipped with an auto iris lens.

1092.4.7.7.2.4.3 The camera shall have a variable focal length. The maximum aperture of the lens shall not be smaller than f1.8 and the minimum aperture shall not be larger than f300. The camera shall have a horizontal field of view ranging from a minimum angle of view between 5 degrees and 10 degrees wide to a maximum angle of view 5 to 45 degrees or more. The adjustments for focus and focal length shall be made without opening up the camera housing.

1092.4.7.7.2.4.4 The camera shall be contained in an enclosure that is waterproof and dust-tight to NEMA-4 specifications. A heater shall be incorporated in the camera to prevent the formation of condensation and to assure proper operation of the lens' iris mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interference with the video signal. The enclosure shall allow the camera to be rotated in the field during installation.

1092.4.7.7.2.4.5 The housing shall be equipped with a sun shield that prevents sunlight from directly entering the lens. The sun shield shall include a provision for water diversion to prevent water from flowing in the camera field of view.

1092.4.7.7.2.4.6 The total weight of the enclosure, camera, lens, housing, sun shield and mounting bracket shall be less than 10 pounds (4.5 kg).

1092.4.7.7.2.5 Cable. Coaxial cable shall be a 75 ohm, precision video cable with 20 AWG (0.50 mm2) solid or stranded bare copper conductor, maximum of 10.1 ohms/m Nom. D.C.R., solid polyethylene insulating dielectric, 96% minimum tinned copper double-braided shield with a black polyethylene outer covering. The signal attenuation shall not exceed 0.8 dB per 100 feet (30 m) at 10 MHz. Nominal outside diameter shall be 0.305 inches (7.7 mm). The cable shall be in accordance with Belden Type 8281, West Penn P806 or approved equal.

1092.4.7.7.2.5.1 Seventy-five ohm BNC plug connectors shall be used with coaxial cable. The supplier of the video detection system shall approve the coaxial cable, BNC connectors and crimping tool. The manufacturer's instructions shall be followed.

1092.4.7.7.2.5.2 Multi-conductor cable shall be per the manufacturer's recommendation and in accordance with Sec 1061.

1092.4.7.7.2.6 Maintenance and Support. The supplier shall maintain an ongoing program of technical support and software updates for the video detection system following expiration of the warranty period. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system.

1092.4.7.7.2.7 Warranty of Video Detection System. The video detection system shall be warranted to be free of defects in material and workmanship for a minimum of two years. During the warranty period, technical support from factory certified personnel or factory certified installers shall be available from the supplier. Ongoing software support by the supplier shall include updates for the processor unit and computer software and shall be provided at no cost during the warranty period. The update of the processor unit software to be National Transportation Communications for ITS Protocol (NTCIP) compliant shall be included.

1092.4.7.7.2.8 Training of Video Detection System. A minimum of one day of training shall be provided in the operation, setup and maintenance of the video detection system.

3.0 Construction Requirements. Construction requirements shall conform to Sec 902.

4.0 Method of Measurement. Method of measurement shall conform to Sec 902.

5.0 Basis of Payment. Accepted video detection systems will be made at the contract unit price per each. Payment will be considered full compensation for all labor, equipment and material to complete the described work.

5.1 No direct payment will be made for programming the video detection system and its local intersection controller.

M. NTCIP Compliant Changeable Message Sign Requirements

1.0 Description. All solar powered changeable message signs, hereinafter referred to as a CMS, shall be in accordance with these specifications.

2.0 Material. Each CMS shall consist of an all LED (light emitting diode) matrix message board, solar/battery power supply and a user-operated interface, as specified, all mounted on a heavy duty, towable trailer.

2.1 Each CMS shall be either Full Matrix or Character Matrix, and have the following minimum characteristics:

- (a) Full Matrix Each CMS shall be the Full Matrix type with the capability of providing one, two, and three lines of individual changeable characters with minimum heights of 52 (1300), 28 (700), and 18 (450) inches (mm), respectively. Full Matrix signs shall be capable of both static and dynamic graphics, and full display sized messages.
- (b) Character Matrix (Three Line) Each CMS shall consist of a minimum of three lines containing eight individual changeable characters per line. Each character shall be a minimum of 12 inches wide and 18 inches (450 mm) high.
- (c) Sign firmware shall comply with the current FHWA and DOT (Department of Transportation) NTCIP standards and support all NTCIP mandatory objects.
- (d) The sign controller shall be remotely accessible by the MoDOT St Louis District Transportation Management Center (TMC) through the Commission's ATMS (Advanced Traffic Management System) software, currently TransSuite provided by TransCore. The contractor will be responsible for ensuring the CMS is added to the ATMS software.
- (e) The CMS shall have a cellular data modem compatible with the district's current cellular IP (packet data) service provider and be capable of allowing the MoDOT St Louis District TMC ATMS software to have full control of the NTCIP compliant CMS controller remotely. Modem shall by capable of being programmed with a static IP.

- (f) The sign shall have a GPS unit that can assist in locating the sign's position when polled by the TMC. The GPS unit must be remotely accessible by the TMC and be part of or work with the provided communication modem.
- (g) Physical access to the onboard computer shall be protected by a padlock or other locking handle mechanism. Electronic access to the onboard computer shall be protected by a username and password.

2.2 Full matrix CMS and character matrix CMS shall meet the following:

- (a) The overall sign dimensions shall not be less than 72 inches (1800 mm) high x 126 inches (3150 mm) wide.
- (b) The CMS shall be legible up to a distance of 650 feet (200 m) for both day and night operations and shall be visible for ½-mile (800 m) with 18 inch (450 mm) characters.
- (c) When fully raised in the display position, the bottom of the CMS board shall be at least a height of 7 feet (2100 mm) from the ground and shall be able to rotate a complete 360 degrees atop the lift mechanism. A sight tube, used to aim the CMS board to oncoming traffic, shall be installed on the CMS board or mast. The CMS shall have an electrical-hydraulic lifting mechanism that includes a manual lifting and lowering relief mechanism as a backup. It also must be able to be locked into various viewing angles as determined best for the motorists by the CMS operator.
- (d) All LED displays and control circuitry shall be operational from -20 F (6 C) to 120 F (50 C). The LED's shall have a rated life of 100,000 hours. The LED's shall be ITE amber in color on a flat black background.
- (e) The CMS face shall be constructed that if an individual panel or pixel fails the rest of the face shall continue to display the message.
- (f) All costs and coordination needed for testing to verify modem communication, sign NTCIP compliance, remote GPS status polling, ability to control the sign via the St Louis District's ATMS software provided by TransCore shall be the sole responsibility of the Contractor. Full integration into TransCore's ATMS shall be completed at least 5 business days prior to use of the CMS in the project. TransCore contact information will be provided to the contractor by contacting MoDOT's Gateway Guide staff at 314-275-1526 or via email at ggtech@modot.mo.gov with details of the request. No other support shall be provided by MoDOT other than TransCore contact information. Information provided shall include, at a minimum, CMS make and model, IP address, and proposed locations and messages.
- (g) The Contractor shall be responsible for all monthly cellular service fees for the duration of the project.
- (h) The unit shall be able to withstand a 65-mph (105-kmph) maximum road wind speed. The trailer shall be able to support the fully extended CMS board in an 80-mph (130kmph) wind load.
- (i) Solar charging system shall allow for total autonomy of 24/7/365 continuous operation.

(j) All exterior surfaces except the sign face shall be cleaned, primed, and finished with two coats of Highway Safety Orange and the sign interior itself shall be cleaned and finished with one coat of corrosion inhibiting primer and two coats of flat black. The sign face shall be covered with a rigid translucent material to prevent damage to the sign face caused by the environment.

3.0 Construction Requirements. Prior to placing a CMS on a project, the engineer shall verify proposed CMS location is void of conflict with another DMS or CMS locations presently established. If a conflict is present, the engineer shall contact the Traffic Management Center (TMC) at 314-275-1526 to mitigate. If no conflict is present, engineer shall provide Traffic Management Center (TMC) with the Job Number, Route, County, specific CMS location, and a CMS identification number that is permanently affixed to the CMS. The engineer and contractor shall verify the message displayed on board is compliant with CMS messaging policies. The contractor shall place the CMS 6 feet [2 meters] off of the right edge of shoulder at the location shown on the plans or as directed by the engineer. The CMS shall be placed so that the right side of the unit is advanced approximately 3 degrees ahead with the direction of traffic. CMS shall not be located in medians. CMS shall be delineated with a minimum of five non-metallic channelizing devices. Installation, including location and placement, shall be approved by the engineer. If needed, the contractor shall relocate the CMS as directed by the engineer.

3.1 When not in use, the CMS shall be stored no closer than 30 feet [10 meters] to the edge of pavement carrying traffic, unless it is in a properly protected area or an off-site storage area or as otherwise directed by the engineer.

4.0 Basis of Payment. All expenses incurred by the contractor in integrating, maintaining, relocating, operating and protecting the changeable message signs as outlined above shall be paid for at the contract unit price for the following:

Item No.	Туре	Description
616-99.02	Each	NTCIP Compliant Changeable Message Sign (Contractor Furnished and Retained

4.1 Cost for channelizers shall be included in the contract unit price for CMS.

Cost for cellular phone hookup and monthly usage fee for the duration of the project shall be included in the contract unit price for CMS.

N. <u>Removal and Delivery of Existing Signs</u>

1.0 Description. All Commission-owned signs removed from the project shall remain the property of the Commission and shall be disassembled and delivered as specified herein.

2.0 Disassembly and Delivery. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the contractor and delivered to the address below.

Missouri Department of Transportation - Operations Complex 2309 Barrett Station Road Sign Building Ballwin, MO 63021

2.1 The contractor shall notify the Signing Supervisor at least 48 hours in advance of delivering any signing materials to this location and make arrangements for delivery during normal business hours. Contact information is below:

Mike Love, Signing / Striping Supervisor Office: (314) 205-7313, Cell: (314) 624-3318

2.2 Signs shall be removed from sign supports and structures prior to delivery. Sign supports, structures and footings shall become the property of the Contractor and removed from the project. Any oversized sign panels shall be disassembled or cut into widths of 8-feet or less with no restriction on length. Signs shall be stacked neatly in bins provided by MoDOT at the delivery site.

2.3 Any hardware (brackets, u-bolts, aluminum I-beams, etc.) associated with removals involving overhead sign supports shall also be salvaged and delivered to this site.

3.0 Basis of Payment. All costs associated with removing, disassembling, storing, and transporting of signs shall be considered as completely covered by the contract unit price for the following:

Item No.	Туре	Description
202-20.10	Lump Sum	Removal of Improvements

O. <u>MoDOT's Construction Workforce Program</u> NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract

provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor's Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: <u>The sum of one thousand five hundred (\$1,500)</u>

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend other workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4

<u>TABLE 1:</u>

Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3

Lincoln	11.4	Worth	10
		Wright	2.3

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

P. <u>Contractor Quality Control</u> NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (<u>www.modot.org/quality</u>).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

Q. <u>Coordination with Other Projects Between Contractors</u>

1.0 Description. The contractor shall coordinate traffic management between this project and any other projects on I-44 and I-70, and projects which affect I-44 and I-70, including all future projects. The contractor shall be aware of the following jobs:

J6S3272 & J6S3638 – I-44/70 Broadway Bridge and Reversible Lane Exit Bridge Replacement (A0134) J6S3429 & J6S3429B – I-70 Bridge Rehabilitations, N Hanley to Madison St, Adelaide Ave J6I3541 – Bridge Washing, I-70 (A6500) J6I3463 – I-70 Structural Sign Improvements

1.1 This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, St. Louis County, St. Louis City, private, MoDOT maintenance, permit, or other projects that may impact project construction or traffic control in the vicinity of this project. It shall be the responsibility of the contractor to determine what, if any projects other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

1.2 Each Contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Engineer shall be the referee and the Engineer's decision shall be final and binding on all.

1.3 The Contractor shall wait to begin the ADA work at the ends of Bridges A6238 and A6239 until the epoxy overlay work for these bridges on Job J6S3429 is complete.

2.0 Site Construction. The Contractor shall arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors.

3.0 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.

R. <u>Concrete Curb Under Guardrail</u>

1.0 Description. This work shall consist of removing and replacing or modifying existing curb to comply with guardrail standards for a variety of concrete curb types and heights at locations shown on the plans within guardrail limits.

2.0 Construction Requirements. The contractor shall have the option of either removing and replacing existing curbs or modifying existing curbs by horizontal saw cut methods to meet the required curb height dimensions as designated in the plans. If the contractor elects to remove and replace the existing curbs, the contractor has the option to choose the most practical curb type at each location unless specified in the plans. The method of obtaining curb height compliance under guardrail shall be at the discretion of the contractor considering traffic control and safety requirements. The contractor shall inform the engineer of the types of curbs that will be used and in what locations before work begins. The contractor shall resolve any concerns expressed by the Engineer. Construction and materials shall be in accordance with Sec 609, except as modified herein. Any special materials that may be used shall be tested and approved by MoDOT Materials prior to commencing this work.

2.1 Joints shall be constructed at intervals and locations shown on the plans or as directed by the engineer.

2.2 Reinforcing steel epoxy coating shall be repaired in accordance to Section 710.3.3.

3.0 Basis of Acceptance. Acceptance of this provision will be based on visual inspection by the engineer.

4.0 Method of Measurement. Final measurement will be field verified and measured to the nearest linear foot along the curb face.

5.0 Basis of Payment. Payment for furnishing all labor, equipment, materials, seeding, mulching, grading, sawcut, erosion control, removal and traffic control including other incidentals necessary to remove and replace or modify existing curbs shall be completely covered by the contract unit price for the following pay item:

Item Number	Туре	Description
609-99.03	L.F.	Concrete Curb Under Guardrail

S. Inlaid Pavement Marker Installation

1.0 Description. This work shall consist of furnishing and installing inlaid pavement markers as shown on the plans or as directed by the engineer. An inlaid pavement marker shall consist of a retro-reflective pavement marker installed below the pavement surface. The marker shall be installed with a cradle device which supports the reflector at the proper depth below the pavement and attached to the pavement with adhesive. In addition to cutting a location for the marker, a slot shall be grooved into the pavement both before and after the marker for visibility of the marker and drainage. Final product shall have two markers in place at each location.

2.0 Material. All material shall be in accordance with the following.

2.1 Marker. The marker shall have two retro-reflective lenses white facing traffic and red facing opposing / wrong way traffic to reflect incident light from opposite directions. The lens shall be hermetically sealed and permanently bonded to the marker base. The manufacturer's identification shall be molded in the face of the marker lens or on the marker body so as to be visible after installation. The reflector color shall be as shown on the plans.

2.1.1 The marker shall have nominal dimensions of $2.0 \times 5.0 \times 0.7$ inches. The reflective surface of each lens shall be a nominal 1.93 square inches in area.

2.1.2 In addition to the requirements described, the marker/cradle system shall be National Transportation Product Evaluation Program (NTPEP) approved. The marker shall receive at a minimum an average rating of 3.0 for lens and visibility after one year of exposure on both concrete and asphalt test decks. A written request for qualification shall be sent by the manufacturer to Construction and Materials with the following information:

- (a) Brand name of the product.
- (b) A copy of the actual test results from NTPEP.

(c) Certification that the material meets this specification and is intended for use as described.

(d) Specific installation instructions.

2.2 Adhesive. The adhesive used to bond the marker to the pavement shall be an epoxy approved by the engineer or meet the manufacturers specifications..

3.0 Construction Requirements.

3.1 Reflector placement. A cradle shall be used to hold the marker at the correct nominal depth of 0.12 inch. The cradle shall be made of polycarbonate plastic and the net weight of the cradle and marker shall be less than 5 ounces. When installed, the marker shall be perpendicular to traffic.

3.2 Pavement groove. There shall be a groove cut both in advance and behind the marker using diamond tipped blades. The entire groove shall be cut in accordance with the manufacturers recommendations. The groove should be straight to within 1/2 inch in 10 feet. The width of the groove shall be 5 inches or per manufacturer's specifications.

The overall length of the groove cut in the pavement surface shall be 9 feet, with markers placed 3.5 feet from either end and spaced 2.0 feet apart.

3.3 Installation. The groove and the bottom surface of the marker shall be free of scale, dirt, rust, oil, grease or any other contaminant that might reduce bonding to the adhesive.

3.3.1 The adhesive used to install the marker shall be machine applied unless otherwise approved by the engineer. The machine mixer and applicator shall be capable of accurately and uniformly proportioning the components. The mixing chamber shall produce an epoxy adhesive of uniform color with no visible evidence of streaks on the surface or within the mixed epoxy adhesive.

3.3.2 No markers shall be installed when the ambient temperature is below 50 F (10 C), the relative humidity is above 80 percent, or the pavement surface is wet.

3.3.3 Newly placed bituminous pavement surfaces shall be allowed to cure for a minimum of seven days prior to installing reflectors.

3.3.4 A longitudinal adjustment to the location of a marker shall be made in order to avoid damage to deteriorated pavement or transverse joints. In locations where concrete and bituminous surfaces abut, markers shall be installed in the asphalt surface.

3.3.5 The pavement shall be accurately cut to the marker manufacturer's specifications. The depth of the groove where the marker is to be placed shall be in accordance with manufacturer's specifications.

3.3.6 If necessary, installation grooves on crowned pavements, superelevated pavements, or ramps shall be cut as needed to provide proper marker fit.

3.3.7 The groove shall be clean and dry prior to application of the adhesive.

3.4.9 There shall be no adhesive on the lens or top of the marker.

3.4.10 When hand mixing of epoxy adhesive is permitted, no more than one quart (L) of epoxy adhesive shall be mixed at one time. The marker shall be installed within five minutes after mixing operations are started.

3.4.11 The installed marker shall be protected from traffic until the adhesive has cured according to manufacturer's recommendations. If, after the manufacturer's recommended cure time, epoxy adhesive can be penetrated by a screwdriver or other pointed instrument, the marker shall be removed, cleaned, and reinstalled.

4.0 Method of Measurement. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. When required, measurement of inlaid pavement markers will be measured per each. The revision or correction will be computed and added to or deducted from the contract quantity.

5.0 Basis of Payment. The accepted quantity of inlaid pavement markers will be paid at the contract unit price for:

Item No.	Unit	Description
620-99.02	Each	Inlaid Pavement Markers

T. <u>Shaping Slopes Class III (Modified Material Requirements)</u>

Delete Sec 215.1.3 and 215.1.3.1 and substitute the following:

215.1.3 Shaping Slopes, Class III, shall consist of providing rock fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with Missouri Standard Plans for Highway Construction. The rock fill material used shall meet the requirements specified in Sec 215.1.3.1. The shoulder surface shall be finished smooth such that it is traversable and without significant voids or depressions.

215.1.3.1 Material Requirements. Rock fill material used for Shaping Slopes, Class III, shall consist of a uniformly graded durable crushed stone, shot rock or broken concrete, with a maximum size of 6 inches and no more than 30% being less than ³/₄ inch. Acceptance by the engineer will be made by visual inspection.

U. Modified Rock Blanket

1.0 Description. This work shall consist of furnishing and placing a special gradation of Modified Rock Blanket as shown in the plans. The material to construct the rock blanket shall consist of a predominantly one-sized, durable stone or shot rock with a minimum rock size of 4 inches and a maximum rock size of 8 inches placed 18 inches thick.

2.0 Basis of Payment. Payment for the Modified Rock Blanket will be made by the contract unit price for the following items:

Item No.	Unit	Description
611-99.07	C.Y.	Furnishing Modified Rock Blanket
611-99.07	C.Y.	Placing Modified Rock Blanket

V. Inlet Top Replacement

1.0 Description. This work shall consist of removing the deteriorated top of an existing drop inlet and rebuilding it as per the plans.

2.0 Construction Requirements. The contractor shall be responsible for removing the existing grate and bearing plate, and a minimum of 6" from the top of the existing inlet, or down to sound material as per the Engineer. The contractor shall then rebuild the inlet top as per the plans to the existing elevation and as per Section 604. Upon completion of the inlet rebuild, the contractor shall reinstall the existing grate and bearing plate.

3.0 Basis of Payment. Payment for replacing the top of the inlet shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be considered to be completely covered by the following, as indicated in the plans.

Item No.	Unit	Description
604-99.02	Each	Inlet Top Replacement

W. <u>Coordination with MoDOT Signal Shop for Cabinet Entry</u>

1.0 **Description.** Commission-furnished color-coded pad locks have been placed on all of MoDOT's signal cabinets in addition to the key used to unlock the door handle. To gain access to the appropriate cabinets during the project all contractors shall coordinate with MoDOT's signal shop to obtain the proper keys and locks.

1.0.1 Keys & Locks. Red locks & keys are provided when a contractor has modified the signal cabinet and MoDOT staff shall not have access to the cabinet until it is accepted for maintenance. The blue keys are provided for entry into the cabinet where MoDOT's Signal Shop group deems the access to be minor in nature (entry to the cabinet to make a simple network switch connection, for example).

1.0.2 Completion of Project. At the completion of the project all keys and pad locks distributed to contractor during the project shall be returned to the Signal Shop supervisor or their representative and keys shall not be reproduced.

2.0 Contact. Initial contact must be made at least seven calendar days before work begins, preferably when the project has the notice to proceed or during the pre-construction meeting, if applicable. MoDOT's Signal Shop supervisors shall be notified prior to work beginning. Contact the signal shop via email at <u>sltrs@modot.mo.gov</u> to coordinate which padlocks are to be used.

3.0 Basis of Payment. No direct payment shall be made for compliance with this provision.

X. <u>Traffic Signal Maintenance and Programming</u>

1.0 Description. Traffic signal maintenance and timing for this project shall be in accordance with Section 902 of the Standard Specifications, and specifically as follows.

2.0 Qualified Traffic Engineer

2.1 The contractor shall have an experienced traffic engineer with a Professional Engineer's (PE) license in Missouri as well as a Professional Traffic Operations Engineer (PTOE) certification (hereafter referred to as "contractor's traffic engineer") with the noted experience defined below. MoDOT and the City of St. Louis shall approve the traffic engineer prior to them being hired.

2.2 Experience. Any proposed contractor traffic engineer shall be able to demonstrate personal successful previous experience in the following tasks:

2.2.1 Response. The contractor's traffic engineer shall have the ability to be on site within 1 hour of being requested.

2.2.2 Corridor Management: Time/space diagram manipulation in order to successfully adjust offsets and splits for rapidly changing traffic demands.

2.2.3 Controller Programming: Ability to program by hand and by software Phase, TBC, and Coordination levels of Siemens controllers along with NTCIP-compatible controllers.

2.2.4 Intersection Programming: Implementation of adjusted and/or new timing plans as a result of changing traffic demand.

2.2.5 Signal Software: Use and understanding of both Siemens signal software and TransCore traffic control software.

2.3 The contractor shall submit the names(s) of proposed traffic engineer(s) and the name(s) all of other personnel on their proposed staff along with detailed experience in all tasks outlined in Paragraph 2.2 above. The engineer reserves the right to reject any contractor traffic engineer, before the start of work, who does not have sufficient experience or, at any point during the project, which does not satisfy the requirements set forth within this Job Special Provision. A list of potential traffic engineers shall be submitted for review to the Project Manager, the Commission's Traffic Engineers and the City of St. Louis Street Department prior to bid.

2.4 VPN Access. The Commission and the City operate the noted signals through a central signal system which is capable of remote adjustments to controller programming.

2.4.1 The approved contractor's traffic engineer and any staff assigned to manage the traffic signals during the project is encouraged to apply for VPN (Virtual Private Network) access with the engineer once the project is awarded. If approved, the engineer will assign a unique IP address to the contractor's traffic engineering staff, which will allow for remote access to the Commission's central signal control systems as appropriate and the ability to interface with the noted signals on this project.

2.4.2 The approved contractor's traffic engineer and any staff assigned to manage the traffic signals during the project is encouraged to apply for VPN (Virtual Private Network) access with the City once the project is awarded. If approved, the City will assign a unique IP address to the contractor's traffic engineering staff, which will allow for remote access to the City's central signal control system and the ability to interface with the noted signals on this project.

3.0 Existing Traffic Signals and Communication System

3.1 The contractor shall notify the engineer 3 weeks prior to the date of ramp bridge closure and detour implementation. The contractor shall meet together with the engineer's and the City's representatives to discuss their traffic mitigation plan at least 1 week before the date of the first closure and as needed between construction stages. Traffic mitigation plan should at a minimum include:

- Proposed Timing Plan changes and any models
- Anticipated locations of concern
- A map in electronic format displaying the locations and names of the signals and owning agency as detailed in Paragraphs 3.2 and 3.3 below.
- Other traffic mitigation efforts

3.2 Once a ramp closure has been implemented by the contractor, the contractor shall then be solely responsible for the following signals' controller programming until completion of all closures necessary to complete the contractor's work. Maintenance at these locations for items other than controller programming issues or incidents caused by controller programming or other construction done by the contractor shall remain with the Commission or City of St. Louis. If any part of an existing traffic signal or its controller within the limits of this project has otherwise been modified or adjusted by the contractor, or the contractor makes any roadway changes to reduce the traffic capacity through a signalized intersection within the limits of the

project, or the contractor begins work at an intersection with signals already in operation, the contractor shall then be solely responsible for that signal's controller programming and all signal maintenance as specified in 902.2 and 902.3, except for power costs, until Final Acceptance of the project. Traffic signal maintenance and timing responsibilities shall be broken down in accordance with the below schedules:

Signals Affected:

- MO 115 (Salisbury) @ 11th St
- MO 115 (Salisbury) @ 9th St
- I-44 @ Cass/Tucker Blvd
- I-44 Reversible Lanes Exit @ Broadway

3.3 The engineer shall provide to the contactor 2 weeks' notice an electronic report on the existing phasing and timing of each traffic signal, which may be the contractor's responsibility to program. The engineer and City's representative shall be available to the contractor before any changes are made to a signal or controller to answer any questions about the report. In lieu of the report, the contractor's traffic engineer may obtain this information from the appropriate agency's central signal control system. Once the contractor has modified a signal or controller for any reason, the contractor shall be solely responsible for the existing timing plans and all subsequent timing changes.

3.4 The contractor shall notify the engineer or representative of the changes no later than 1 working day after changes are programmed if unable to provide advance notice as specified in 902.2. In addition, the Contractor shall notify the Engineer, the Commission's Traffic Engineers and the City within one (1) hour of successful implementation of the detour plan.

3.5 The contractor shall be solely responsible for maintaining the coordination at any affected signal to the satisfaction of the engineer or representative until completion of work as set forth in section 3.2 of this provision. Maintenance of coordination may include the synchronization of the affected controller's internal time clocks to the second using an atomic clock, or other means approved by the engineer. If time clock synchronization is used, the contractor shall verify all affected controllers are synchronized at least 1 time per week with a report to the engineer or representative. This report will be in the form of a documentation record as spelled out in the Work Zone Traffic Management Plan.

4.0 Existing Traffic Signal Maintenance and Response

4.1 The contractor shall respond to any signal timing complaints or malfunction complaints for those locations detailed in Section 3.0 of this provision and as specified in Section 902.21.1. Response time shall be 1 hour for complaints received by the contractor between 6 AM and 6 PM on non-holiday weekdays, and 2 hours for all other times. For some cases (due to travel times or other extenuating circumstances) additional time may be acceptable within reason, but must be approved by the engineer. These timeframes will replace the '24 hour' response time in Section 105.14 for any signal-related incidents, where the entire cost of the work, if performed by MoDOT personnel or a third party, will be computed as described in Section 108.9 and deducted from the payments due the contractor.

4.2 The contractor must supply a contact name and phone number who will be responsible for receiving signal timing complaints for the engineer and the City. These complaints may be forwarded directly to the contractor by someone other than the engineer or City's representative, and will not relieve the contractor from properly responding based on the response times of this

Provision. The contractor shall respond to the engineer and also notify the Commission's Traffic Engineers and the City's representative within 12 hours of the complaint as to the remedy. The contractor shall submit to the engineer and City's representative a weekly report of complaints received and remedies performed throughout the duration of the project.

5.0 Original Signal Controller Programming and Acceptance

5.1 The contractor will be responsible for restoring the original signal controller programming at existing intersections and coordination plans for each intersection immediately upon ramp reopening. The engineer and the City shall preserve and house the original controller files and provide the contractor with access to those files in order to perform the restoration of the original plans. Normal plan restoration can be done by a manual command in the signal control system or a preprogrammed time-of-day command change. For any locations rendered offline at the time of re-opening, these locations shall be returned to normal operation by hand. The Contractor shall notify the Engineer, the Commission's Traffic Engineers and the City within one (1) hour of removal of the detour plans. The contractor will be relieved of signal programming maintenance at an existing restored intersection once 48 consecutive hours have passed without a programming malfunction, including restoring normal signal programming to the satisfaction of the Commission and the City. If an agency desires any changes from an original plan, the agency will assume immediate maintenance of the signal in order to implement desired changes.

6.0 Post Project Report

6.1 The contractor shall submit to the engineer a post project report, four to six weeks after the final signal adjustments have been completed. The report shall include at a minimum an observation report, summary of timing changes and locations, summary of complaints, and any other pertinent information regarding the contractor's efforts for managing these signal corridors in one electronic document.

7.0 Deliverables

7.1 All deliverables mentioned in this provision shall be submitted to the engineer in a timely manner to the satisfaction of the engineer prior to receiving full compensation for this work.

- Experience submittal
- Preliminary Traffic Mitigation Plan
- Notification of Detour Implementation
- Time Base Reports, As Needed
- Complaint Resolutions
- Notification of Restoration to Normal Operations
- Post Project Report

8.0 Construction Requirements. Construction requirements shall conform to Sections 902, 1061 and 1092.

9.0 Method of Measurement. Method of measurement shall conform to Section 902.

10.0 Basis of Payment. Payment will be considered full compensation for all contractor services, installation, and labor to complete the described work:

Item No.	Туре	Description
902-99.01	Lump Sum	Misc. Traffic Signal Maintenance and Programming

Y. <u>Coordination with ITS Staff and Utility Locates</u>

1.0 Description. Any work that will impact the existing communications network must be coordinated with the Commission's St. Louis District ITS staff. This includes but not limited to removal and replacement of any existing communications equipment, adding new devices and changes to power sources or disconnects. Minor modifications to the existing communications network can have significant impacts on the system and operation of other ITS and traffic signal systems.

1.1 MoDOT is a member of MO-One-Call System. Prior to any excavation or work within MoDOT Right-Of-way, the contractor must contact MO-One Call at 1-800-DIG-RITE and request for Utility Locates within noted project limits. If the scope of work contains modification, addition and/or expansion of existing underground MoDOT ITS, lighting, or signal facilities, the contractor must notify the MoDOT Utilities Locate staff prior to any work, in order for MoDOT to update MoDOT utility location records with Missouri One Call.

2.0 Contact. Initial contact must be made at least seven calendar days before work that may impact the existing communications network commences. Contact the ITS staff via an email at SLITS@modot.mo.gov. The engineer shall be notified prior to making contact with ITS staff. For MoDOT Utility location updates, the contractor must contact MoDOT TMC at 314-275-1500 and ask for Utility Locate Section at least seven calendar days before performing any work.

3.0 The ITS and network devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when adding, removing, or modifying any existing ITS and network devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting workzones.

4.0 Basis of Payment. No direct payment shall be made for compliance with this provision.

Z. <u>Pull Box Adjustment</u>

1.0 Height Adjustment. Regardless of type or size the pull boxes shown in the plans require adjustment to match the new grade of the roadway, ramp, landing, sidewalk, slope.

2.1 The contractor shall notify the engineer if boxes belonging to utilities other than MoDOT, are encountered that will require adjustment. The contractor shall coordinate work with the affected utility to ensure that the completed facilities meet ADA requirements.

3.0 Basis of Payment. All costs associated with compliance with this special provision for all material, equipment, and labor shall be completely covered by the contract unit price for:

Item No.	Unit	Description
604-99.02	Each	Pull Box Adjustment

AA. <u>Audible Pedestrian Pushbuttons and Signing</u>

1.0 Description. Audible pedestrian pushbuttons and signing will be required for all pedestrian indications at all the intersections.

2.0 Installation. Audible signals should be installed as part of a pushbutton assembly.

3.0 Equipment.

3.1 Walk Indications. Accessible pedestrian signals shall have both audible and vibrotactile walk indications.

3.2 Vibrotactile. Vibrotactile walk indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval. Tactile arrow shall be located on the pushbutton that vibrates during the walk interval. Tactile arrow shall be located on the pushbutton, have high visual contrast (light on dark or dark on light), and shall be aligned parallel to the direction of travel on the associated crosswalk.

3.3 Audible. Accessible pedestrian signals shall have an audible walk indication during the walk interval only. The audible walk indication shall be audible from the beginning of the associated crosswalk.

3.4 Pushbutton signage. In addition to standard pedestrian sign requirements, all pushbuttons for the locations mentioned in 1.0 shall have additional signage to indicate crosswalk direction by use of a tactile arrow and the name of the street containing the crosswalk served by the audible pedestrian signal. The sign shall be located immediately above the push button mechanism and parallel to the crosswalk controlled by the button. The street name shall be the name of the street or reasonable abbreviation whose crosswalk is controlled by the push button. Signage shall comply with ADA Accessibility Guidelines (ADAAG) 703.2 specifications for Braille and raised print.

3.4.1 Arrow. Signs shall include a tactile arrow aligned parallel to the crosswalk direction. The arrow shall be raised 0.8 mm (.03 inch) minimum and shall be 4 mm (1.5 in) minimum in length. The arrowhead shall be open at 45 degrees to the shaft and shall be 33 percent of the length of the shaft. Stroke width shall be 10 percent minimum and 15 percent maximum of arrow length. The arrow shall contrast with the background.

3.4.2 Street Name. Accessible pedestrian signals (APS) shall include street name information aligned parallel to the crosswalk direction and shall comply with Revised Draft Guidelines for Accessible Public Rights-of-Way R409.3 or shall provide street name information in audible format.

4.0 Performance.

4.1 Audible Locator Tone. Locator tone that tells the pedestrian that the intersection is equipped with APS and where it is. Pushbutton locator tones shall have duration of 0.15 seconds or less, and shall repeat at 1-second intervals. Pushbutton locator tones shall be intensity responsive to ambient sound, and be audible 6 to 12 feet from the pushbutton, or to the building line. The locator tone shall operate during the DON'T WALK and flashing DON'T WALK intervals only and shall be deactivated when the pedestrian signal is not operative.

4.2 Verbal Wait Message. Acknowledge tone that tells the pedestrian that they have placed a call and informational message that tells the pedestrian to "Wait to cross" street name at intersecting street name.

4.3 Verbal Walk Message. The verbal messages shall provide a clear message that the walk interval is in effect, as well as to which crossing it applies. If available, the audio tone feature will not be used. The verbal message that is provided at regular intervals throughout the timing of the walk interval shall be the term "walk sign," which will be followed by the name of the street to be crossed.

4.4 Volume. Automatic volume adjustment in response to ambient traffic sound level will be provided up to a maximum volume of 100 dB. The units shall be responsive to ambient noise level changes up to no more than 5 dB louder than ambient sound. Tone or voice volume measured at 36 inches from the unit shall be 2dB minimum and 5dB maximum above ambient noise level. At installation, signal system is to be adjusted to be audible at no more than 5 to 12 feet from the system.

5.0 Documentation and Support.

5.1 Operation and Maintenance Manuals. Two copies of the operation and maintenance manuals for each station shall be included.

5.2 USB with Audible Messages. The Contractor shall provide two copies of USB data card to the Engineer that contains files for the manufacturer's audible messages for complete operation of all APS signals at all stations.

6.0 Construction Requirements. Construction requirements shall conform to Sec 902, 1061, and 1092.

7.0 Method of Measurement. Method of measurement shall conform to Sec 902.

8.0 Payment. This will include all wiring, power adaptors, push button extensions and installation hardware needed. Payment for signing will be included in the pay item for audible pedestrian pushbutton. Payment for the audible signals will be for the following pay item:

Item Number	Item Name	Units
902-99.02	Audible Pedestrian PushButton and Signing	Each

BB. <u>Conduit</u>

1.0 Description.

1.1 Furnish and install conduits as shown on the plans and as described within this section. The plans depict conduit routing in schematic form only. Determine final routing based on actual field conditions at each site, including utility locator service markings, to assure no conflicts with existing utilities.

1.2 Inspect the project area prior to submittal of bid to determine the types and extent of incidental removal, relocation and replacement items to include in the unit price of conduit and pull boxes.

2.0 Materials.

2.1 Conduits shall meet the requirements of Sec 1060.

2.2 Non-metallic flexible conduit shall be color coded orange for communication cable and black for power cable.

2.3 Pull ropes or tapes shall be polypropylene with a minimum tensile strength of 600 pounds.

2.4 Locator wire shall be solid copper wire, AWG 10, type THHN, with blue insulation.

3.0 Construction Requirements.

3.1 General. The contractor shall comply with Sec 902.16, except as noted in this special provision.

3.1.1 Warning tape shall be furnished and installed in all trenches containing conduit.

3.1.2 Pull ropes shall be furnished and installed in all empty conduit cells.

3.1.3 Install locator wire in all underground non-metallic conduits and into each pull box or base. Affix the wire to the sidewall of each pull box. Locator wire is incidental to the conduit and will not be paid for separately.

3.1.4 Flexible non-metallic duct shall not be spliced. All runs shall be continuous.

3.1.5 When installing flexible duct in trench, keep the duct as straight as possible. Avoid undulations up and down and side to side.

3.2 Directional Drilling.

3.2.1 Preliminary Site Work. Determine all utility locations near the path of the proposed bore, including depth. Use this information to avoid damage to utilities and/or facilities within the work area. Provide this information, including the sources, to the engineer a minimum of five working days prior to boring. Do not bore until the engineer approves that submittal.

Prior to boring, expose all utilities for which it is customary and safe to do so.

3.2.2 Boring. The diameter of the drilled hole shall conform to the outside diameter of the conduit as closely as practical. Pressure grout as directed by the engineer, to fill any voids, which develop during the installation operation. Remove and replace any conduit damaged in directional drilling operations at no expense to the project.

3.2.3 Drilling Fluids. The use of water and other fluids in connection with the drilling operation will be permitted only to the extent necessary to lubricate cuttings. Jetting will not be permitted, and the use of water alone as a drilling fluid will not be permitted. Use a drilling fluid/slurry consisting of at least 10% high grade, processed Bentonite to consolidate excavated material, seal the walls of the hole, and furnish lubrication for subsequent removal of material and immediate installation of the pipe.

Provide a means of collecting and containing drilling fluid/slurry that returns to the surface, such as slurry pit, or a method approved by the engineer. Provide measures to prevent drilling fluids from entering storm sewer systems. Prevent drilling fluid/slurry from accumulating on or flowing onto sidewalks, other pedestrian walkways, driveways, or streets. Immediately remove any slurry that is inadvertently deposited on pedestrian walkways. Transport waste drilling slurry from the site and dispose of it. Do not allow slurry to enter wetlands. Protect wetlands using appropriate soil erosion control measures approved by the engineer.

3.2.4 Drilling Control. Use a digital walkover locating system to track the drill head during the bore. At minimum, the locating system shall be capable of determining the pitch, roll, heading, depth, and horizontal position of the drill head at any point along the bore. During each drilling operation, locate the drill head every 10 feet along the bore and prior to crossing any underground utility or structure. Upon completion of the drilling operation and conduit installation, furnish the engineer with an as-built profile drawing and plan drawing for the drilled conduit showing the horizontal and vertical locations of the installed conduit.

3.3 Wall Penetrations. Wall penetrations of existing concrete retaining walls shall be performed by the drilling, or other approved construction means, of an opening with a minimum diameter of 1 inch greater than the outside diameter of the conduit(s) to be inserted through the wall. Reinforcing bars shall be located on the fill face of the wall using non-destructive scanning techniques. Openings shall be located to avoid cutting or otherwise damaging reinforcing bars on the fill face side of the wall. Sufficiently remove any rough edges from the wall opening to prevent damage to the conduit(s). The wall penetrations shall be filled with a Type III epoxy grout conforming to Sec 1039. The cost of wall penetrations will be considered incidental to the unit price of conduit.

3.4 Intercept Existing Conduit with Proposed Pull Box. Where indicated on the plans, intercept an existing conduit with a proposed pull box. Excavate existing conduit, cut the existing conduit, and install a new pull box over the existing conduit.

3.4.1 Where plans indicate that existing conduit contains active fiber, the contractor shall carefully cut into the existing conduit so as not to damage the active fiber.

3.4.1.1 Begin by marking the location of a 100 foot segment of the existing conduit, centered on the proposed pull box location. To determine the conduit location, use the existing locator wire in the conduit. Then excavate the earth above a 60 foot section of the conduit centered on the pull box. Take care not to damage the conduit or active cable. Carefully cut the conduit, but not the cable, at two points corresponding to the edges of the new pull box. The pull box's openings for conduit penetration must be slotted from the bottom to facilitate the pull box being slid onto the existing conduit. Install the pull box in the same manner as the other pull boxes in this project, except that the pull box must be slid over the existing conduit without cutting the existing cable, and secured into place by methods approved by the engineer. Ensure that the pull box's slots for conduit penetration align with the trench containing the existing conduit.

3.4.1.2 Carefully cut off the excess conduit protruding into the pull box, without damaging the existing cable. Fill any void area between the slot and the conduit with an engineer-approved filling material to protect against conduit movement and the entry of fill material.

3.4.1.3 In the event that the tracer wire is severed while intercepting the existing conduit, the contractor shall jumper the trace wire connection from one severed conduit end to the other.

3.4.1.4 In the event that the existing active fiber becomes damaged while intercepting the existing conduit, the contractor shall replace the cable from the nearest existing splice points upstream and downstream of the damage, coiling fiber in new pull box as described in the fiber optic cable JSP.

3.4.2 Where plans indicate that existing conduit is empty, verify that no cables remain in the conduit prior to beginning work. In the event that the conduit to be intercepted contains cables, notify the engineer prior to beginning work. The engineer will then direct the contractor to remove and salvage the cables, or to discontinue work at the site until an alternate plan can be devised.

3.4.2.1 Begin by marking the location of a 100 foot segment of the existing conduit, centered on the proposed pull box location. To determine the conduit location, use the existing locator wire in the conduit. Then excavate the earth above a 60 foot section of the conduit centered on the pull box. Take care not to damage the conduit. Saw cut the conduit at a point corresponding to the center of the new pull box. Lift the free ends of the conduit clear of the area where the pull box is to be installed, taking care not to violate the conduit's minimum bending radius. Install the pull box in the same manner as the other pull boxes in this project. Ensure that the pull box's openings for conduit penetration align with the trench containing the existing conduit.

3.4.2.2 On each side of the pull box, lift the midpoint of the exposed conduit until the free end is drawn back far enough to be outside the pull box. At the lifting point, distribute the lifting force evenly over at least a 2 foot segment of the conduit. Then thread the free end of the conduit through the opening in the wall of the pull box and lower the midpoint of the conduit segment so that the conduit extends into the pull box. Cut of the excess conduit protruding into the pull box. Fill any void area between the drilled hole and the conduit with an engineer-approved filling material to protect against conduit movement and the entry of fill material.

3.4.3 Backfill shall be carefully tamped in place. All disturbed areas shall be restored to their original condition.

3.4.4 Intercepting existing conduit shall be considered incidental to conduit installation.

3.5 Install Conduit into Existing Pull Box. Where indicated on the plans, install a proposed conduit into an existing pull box.

3.5.1 Carefully expose the outside of the existing pull box without disturbing any existing conduits or cabling.

3.5.2 Drill the appropriate sized hole for the entering conduit at a location within the pull box that will not disturb the existing cabling, and that will not hinder the installation of new cabling within the installed conduit.

3.5.3 Fill any void area between the drilled hole and the conduit with an engineer-approved filling material to protect against conduit movement and the entry of fill material.

3.5.4 Backfill shall be carefully tamped in place. All disturbed areas shall be restored to their original condition.

3.6 Conduit Splicing. At locations noted on the plans, new conduit shall be spliced to existing conduit.

3.6.1 Requirements. At locations where connection of the new conduit to existing conduit is shown, a watertight connection shall be made using a mechanical coupler. The coupler shall be designed by the manufacturer to join conduits of the type and size to be joined. The splicing device shall be approved by the engineer.

4.0 Conduit System of Structures. This work shall consist of furnishing and installing rigid aluminum conduit systems on walls and bridges including junction boxes, brackets, clamps, hangers, conduit, expansion fittings, conduit outlet bodies, bolts, anchors, and all other fittings and materials necessary for mounting conduit externally on structures and connecting the conduit system to the luminaires.

4.1 Construction Requirements. Rigid aluminum conduit shall be listed to UL 6. Main conduit runs on structures shall be 2" rigid aluminum conduit. Conduit connections to luminaires from main conduit runs shall be sized as needed and shall be rigid aluminum or liquid tight flexible metal conduit, unless approved by the engineer. Junction boxes shall be aluminum, NEMA 4, and sized appropriately for the conduit and cable. Junction Conduit fittings shall be UL listed aluminum. Conduit expansion fittings shall be provided as necessary. Liquid tight flexible metal conduit shall only be used to connect the conduit system to underpass luminaires. Liquid tight flexible metal conduit shall be listed to UL 360. Lengths of liquid tight flexible metal conduit shall be listed to UL 360. Lengths of liquid tight flexible metal submit detailed plans with sizes, locations, and types of conduit, junction boxes, underdeck luminaires and fittings to be approved by the engineer prior to ordering. At a minimum, junction boxes shall be placed where cable conduit transitions to rigid conduit, every 400' on long conduit runs, at splice/tee locations near fixtures, and areas where snaking of the conduit is needed.

5.0 Shop Drawing Submittal Requirements.

5.1 A Professional Engineer registered in the State of Missouri shall design where conduit and junction boxes are supported on bridge structures or retaining walls, the support system, including fasteners and expansion anchors. Shop Drawings are required and shall show the layout of the conduit and details of the support system, including fasteners and hardware. Calculations showing support system design shall be submitted with the shop drawings, and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri.

5.2 Catalog cuts shall be provided for all conduit types.

6.0 Basis of Payment.

6.1 All junction boxes, expansion fittings, liquid-tight flexible conduits, hangers, supports, resin anchor systems, and all hardware are incidental to the cost of conduit.

6.2 Conduit may be installed by directional boring at locations shown as trenched on the plans. Such conduit will be paid for as if it had been installed by trenching.

6.3 No direct payment for compliance with this provision.

CC. MoDOT ITS Assets Relocation

1.0 Description. The work consists of relocating existing MoDOT Intelligent Transportation System (ITS) facilities (conduit, cable, and/or pull boxes) that may be in conflict with this project construction sections as noted in the plans.

2.0 Materials. The materials used for relocating MoDOT ITS facilities shall be per MoDOT Approved Product List (APL) and meet all MoDOT Specifications. If the material is not in the APL, the contractor shall submit material specification documents to the Engineer and the MoDOT ITS group (via an email in advance to <u>SLITS@modot.mo.gov</u>) for review and approval.

3.0 Construction Requirements. The Contractor shall be aware there are numerous utilities present along the route in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown.
3.1 The contractor shall exercise reasonable care relocating MoDOT ITS Assets. Damage to any MoDOT facilities within the area of work caused by the contractor will be deemed by the Engineer as either "non-emergency" or "emergency" upon notification of the damages. Repair to damages will be performed as follows:

- a) Non-Emergency: Contractor will have 4 hours to propose a repair plan to the Engineer for a complete repair within 3 business days.
- **b)** Emergency: Upon notification of the damage, Contractor must immediately submit a repair plan to the Engineer which will take no more than 4 hours to respond onsite and complete repairs within 48 hours of notification of damage.
- c) In either case, if the proposed plan is unacceptable for any reason to MoDOT, repairs will be made by MoDOT with all costs billed to the Contractor.

3.2 The ITS In-Ground Facilities located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when replacing, removing, or modifying any existing ITS In-Ground Facilities.

3.3 Prior to any in-ground work, the Contractor shall request for utility locates by contacting Missouri One Call (1-800 DIG-RITE or mo1call.com) for any in-ground installation locations as per plans. If there are any conflicts with MoDOT ITS Assets, the Contractor is responsible for relocation to the satisfaction of the Engineer prior to any in-ground work.

3.4 In the case of a conduit conflict, the Contractor shall trench an area beyond the in-ground work limits, install one or two conduits (must be the same quality as the existing conduit) using

Split Duct Method, relocate the existing cables into the new conduit, and seal the conduit joints per manufacturer specifications.

3.5 The Contractor shall coordinate this work with the MoDOT ITS group and have the Engineer's approval prior to performing this task.

3.6 The contractor shall perform a fiber testing (see below requirements) before and after relocating MoDOT fiber cables at the nearest Node Cabinet at each site as shown on the plans and submit that report to the SLITS Group for review and approval.

3.6.01 Test Procedure. For each fiber link, follow this procedure:

- (a) If the link includes fiber installed by others, use an optical loss test set to measure and record the optical loss over that portion of the link before it is spliced to new fiber.
- (b) Calculate the maximum allowable loss for the completed link, both at 1310 nm and at 1550 nm. Use the following formula:

Maximum link loss =	Measured loss over portion installed by others
	+ (Fiber length in km) x (0.35 for 1310 nm and 0.25 for 1550 nm)
	+ (Number of fusion splices) x (0.05)
	+ (Number of mechanical splices [for temp. connection]) x (0.3)
	+ (Number of connections) x (0.5)

Provide this calculation to the engineer along with the test results

- (c) Calibrate an optical loss test set and provide evidence satisfactory to the engineer that the set produces accurate results at both wavelengths. This can be a demonstration that the set correctly measures the loss of a test fiber whose loss is known.
- (d) Use the test set to measure the loss of the link under test. Record the result at both 1310 nm and 1550 nm. Arrange for the engineer or his representative to witness these tests.

(e) If the measured loss exceeds the calculated maximum, use an optical time domain reflectometer and other test equipment to troubleshoot the link. Take whatever corrective action is required, including cable replacement, to achieve a loss less than the calculated maximum.

3.6.02 Test Result Documentation. Prepare a diagram showing all of the links tested in this project. For the portions installed in this project, show the equipment cabinets, splices, and pigtails. On each line representing a link, show the maximum allowable loss and the actual loss. The actual loss shall be the one measured after all corrective actions have been taken. Submit 5 copies of this diagram to the engineer, along with the calculations for the maximum allowable loss. Submit the diagrams and calculations in an electronic format acceptable to the engineer.

3.6.03 Documentation. Provide the engineer mark-ups of the plans, neat and legible, illustrating as-built versions of the splice and connection diagrams that are contained in the plans.

3.6.04 Certifications. The fiber optic cable shall be factory certified to meet the requirements in this specification. In addition, the manufacturer shall certify that the fiber optic cable has a life expectancy of 20 years.

3.7 The Contractor shall trench an area beyond the in-ground work limits, install one or two conduits (must be the same quality as the existing conduit) using Split Duct Method, relocate the existing cables into the new conduit, and seal the conduit joints per manufacturer specifications.

3.8 Upon completion of this work, the Contractor shall contact the MoDOT ITS group (via email at <u>slits@modot.mo.gov</u> to verify that all existing MoDOT ITS devices are online and request inspection of this work. Acceptance of this work shall be the sole judgment of the Engineer and the MoDOT ITS group's engineer.

3.9 The contractor shall restore those areas disturbed by this work or installation according to specifications herein.

4.0 Basis of Payment. Payment for "MoDOT ITS Assets Relocation" shall be paid as Linear Feet and shall include the trenching, conduit installation, conduit coupling, pull boxes, sealing materials, cable relocation, needed fiber testing, restoration of all disturbed area, all labor and work incidental thereto, and shall be considered to be completely covered by the contract unit price for the following pay item:

Item No.	Unit	Description
910-99.03	Linear Feet	MoDOT ITS Assets Relocation

DD. MoDOT ITS Equipment within Project Limits

- **1.0 Description.** . MoDOT owned fiber optic cable and conduit, critical MoDOT power supplies and power cables, and pull boxes for fiber and power cabling and other above and underground ITS (Intelligent Transportation System) facilities are present within the limits of this project. Damage or interruption of these items can cause extensive outages to the MoDOT network.
- **2.0 Construction Requirements.** The contractor shall exercise reasonable care while completing work near these facilities, and shall take steps necessary to protect these facilities from damage for all items that are not specifically identified as being removed and/or relocated in the plans. Should any of the existing wiring or conduit be damaged by the contractor, it shall be replaced at the contractor's expense and the system in full operation within **4** hours of when the damage occurred. If it is mutually agreed upon between the Commission and the Contractor that the repairs will require more than **4** hours to complete, a mutually agreed upon time for repairs to be complete will be determined.
 - **2.1** The contactor shall not modify any existing network or electrical connections within equipment cabinets, unless coordinated with MoDOT ITS staff. Existing connections include, but are not limited to, fiber jumpers, CAT5(e) cables, power supplies, and power strips. The connection to specific fiber and copper ports on network equipment shall also not be modified, unless coordinated with MoDOT ITS staff, as the network equipment has been configured specifically for each equipment cabinet. Significant network outages and unnecessary troubleshooting to investigate outages can occur, even with minor changes to existing connections within the cabinet.
- **3.0 Liquidated Damages.** In the event of damage, if the system is not repaired and in full operation within **4** hours of the damage occurring, or within the timeframe agreed upon, the contractor will be charged with a liquidated damage specified in the amount of \$100.00_per <u>hour</u> for each full <u>hour</u> that the system is not fully operational. This damage will be assessed independently of the liquidated damages specified elsewhere in the contract.
 - **3.1** The MoDOT Engineer will also have the option of issuing a work order for MoDOT's on-call ITS Maintenance contractor to make repairs, if it is the Engineer's opinion that the contractor creating the damage will not be able to make repairs in a timely manner. Contractor's reimbursement for MoDOT expense for this option shall be in addition to the liquidated damages.
- **4.0 Basis of Payment.** No direct payment shall be made for compliance with this provision.

EE. <u>Supplemental Revisions</u> JSP-18-01Q

Compliance with <u>2 CFR 200.216 – Prohibition on Certain Telecommunications and Video</u> Surveillance Services or Equipment.

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as

critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;

- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

COVID-19 Safety

1.0 Description. The coronavirus disease 2019 or COVID-19 has reached a pandemic stage across the United States, including the State of Missouri. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers and the public, the contractor shall be aware of all COVID-19 guidance from the Center for Disease Control (CDC) and other government health mandates. The contractor shall conduct all operations in conformance with these safety directives. The guidance may change during the project construction and the contractor shall change and adapt their operation and safety protocols accordingly.

2.0 Safety Plan. The contractor shall include these procedures in the project safety plan as called for in the contract documents and revise the safety plan as needed.

3.0 Essential Work. In accordance with any state or local Stay at Home Order, care for the infrastructure has been deemed essential and MoDOT is moving forward with construction projects, this project is considered essential and the contractor and their employees, subcontractors and suppliers are considered essential business and performing essential functions.

4.0 Basis of Payment. Compliance with regulations and laws pertaining to COVID-19 is covered under Sec 107 of the Missouri Standard Specifications for Highway Construction. No direct payment will be made for compliance with this provision.

Anti-Discrimination Against Israel Certification

By signing this contract the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

Delete Sec 413.10.5.5 and substitute with the following:

413.10.5.5 Weather Limitations and Calendar Restrictions. Micro-surfacing shall not be placed when the air or surface temperature is below 50 F; or when the forecasted low temperature for the next 48 hours, as reported by the National Weather Service, is below 40 F; or after October 1 of each calendar year. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20. Micro-surfacing may be placed on a damp surface but shall not be placed on a wet surface with free standing water.

Delete Sec 413.30.2.3 and substitute with the following:

413.30.2.3 Reclaimed Asphalt. No reclaimed asphalt pavement or reclaimed asphalt shingles are allowed.

FF. Optional Temporary Pavement Marking Paint NJSP-18-07C

1.0 Description. This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2023, as allowed herein. PPMP is defined as Standard Waterborne Paint and High Build Waterborne Paint and does not include Sec 620.20.3 Durable Pavement Markings.

1.1 No application of PPMP shall occur between October 1, 2022 and March 1, 2023, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2022, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2022, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2023. All PPMP shall be completed prior to June 1, 2023. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.

1.2 Use of TPMP Prior to October 1. The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2022, even when there is sufficient time to complete the PPMP prior to October 1, 2022. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.

1.2.1 The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.

2.0 Construction Requirements. TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor's expense and without marring of the pavement surface.

2.1 Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer's recommendation, or for a period of 12 hours, whichever is greater.

3.0 Weather Limitations. All weather limitations specified in Sec 620 for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with Sec 620.10.6, shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP. Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.

4.0 Time Exception. If application of PPMP is to be delayed to the spring of 2023, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.

4.1 Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time thru June 1, 2023, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June 1, 2023.

5.0 Method of Measurement. No final measurement will be made for TPMP.

6.0 Basis of Payment. Full payment for TPMP will be made at the contract lump sum price even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.

6.2 If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

ltem Number	Description	Unit
6209901	TEMPORARY PAVEMENT MARKING PAINT	LS