

Job No.: J6I3471
Route: I-270/I-255
County: St. Louis

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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| | 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: J6I3471 St. Louis COUNTY, MO DATE PREPARED: October 1, 2021 |
| | ADDENDUM DATE: |
| Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All | |

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02F

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 www.modot.org 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 2020 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages 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.

Job No.: J6I3471
Route: I-270/I-255
County: St. Louis

Notice to Proceed: January 3, 2022
Completion Date: December 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 |
|------------|---------------|----------------------|
| J6I3471 | N/A | \$1,800 |

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 **\$250** 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
Juneteenth
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
12:00 noon July 3, 2024 – 6:00 a.m. July 5, 2024

3.1.2 The contractor's working hours will be restricted for the Special Events as shown below. All lanes shall be scheduled to be open to traffic during these Special Events.

3.2 The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

3.2.1 Installation of signs on signals will only be allowed during the following times:

All Locations: 9:00 a.m. – 3:00 p.m.
8:00 p.m. – 5:00 a.m.

3.2.2 Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated that the operations can be performed without a 15-minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 8:00 p.m. to 5:00 a.m. for this project.

3.3.1 All work at the following locations shall be completed during night hours:

Riverview Road – Westbound Ramp
Missouri Bottom Road
Manchester Road – Southbound Ramp
Manchester Road – Northbound Ramp
Manchester Road – Northbound Ramp (Mall)

3.3.2 Installation of Tier II Inlaid Pavement Marker Systems shall be completed during nighttime hours. Locations include:

Lilac Avenue – Eastbound Ramp
Missouri Bottom Road

3.4 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic 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, 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 **\$1,000 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.

3.4.1 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 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. Emergency Provisions and Incident Management 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 Drive
Weldon Spring, Mo. 63304
(636) 300-2800

St. Louis County Police Department
7900 Forsyth Boulevard
Clayton, Mo. 63105

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

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. Project Contact for Contractor/Bidder Questions JSP-96-05

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

Alvin Nieves-Rosario, Project Contact
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017

Telephone Number: (314) 453-1839
Email: alvin.nieves-rosario@modot.mo.gov

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

F. Utilities

1.0 The Contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract. It is, therefore, the responsibility of the contractor to comply with Missouri CSR 319 to get utilities marked and verify the existence, location and status of any marked utility prior to any excavations. Such verification may require direct contact with the listed utilities

1.2 The contractor shall be aware that Saint Louis County is **NOT** a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of Saint Louis County utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from the County at, Signal_locates@stlouisco.com. The County defers to MO One Call Ticket search system for information on the locate area, the contractor is to provide the relevant Mo One Call ticket number with their locate request.

2.0 There may be underground utilities that run parallel, or cross the route that are in close proximity to work locations. The contractor shall take necessary precautions and measures to verify locations and depths of utilities by any necessary means to determine exact impacts to their work.

2.1 If utility facilities are discovered the contractor shall contact the MoDOT Area Utility Coordinator, Chris Duffner at (636) 232-4912. The engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

3.0 Basis of Payment. No direct pay shall be made for this provision.

G. Coordination with St. Louis County

1.0 Description. The contractor shall contact the Civil Plan Review and Special Use Permits Groups for St. Louis County prior to any work at the following signals located along I-270:

Lilac Avenue
McDonnell Boulevard
Missouri Bottom Road
Dorsett Road
Dougherty Ferry Road

2.0 Work requirements. Work shall be coordinated with James Knoll, manager of Special Use Permit/Civil Plan Review group before any work located on or near the identified signals.

Scott Halter, P.E.
Traffic Operations Manager, Operations Division
St. Louis County Department of Transportation
Central Ave. | Clayton, MO 63105
office 314-615-85
shalter@stlouiscountymmo.gov | www.stlouisco.com

The contractor shall contact signal locates prior to any post installation near the identified signals. This information can be found in the "Utility" JSP.

3.0 Basis of Payment. No direct pay shall be made for this provision.

H. Project Coordination

1.0 Description. The contractor shall coordinate traffic management between the following projects within the project limits:

2.0 Basis of Payment. No direct pay shall be made for this provision.

I. Temporary Traffic Control

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 shall not be measured for payment, as it 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 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 purpose 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 | Type | Description |
|-------------|----------|---------------------------------|
| 616-99.01 | Lump Sum | Misc. Temporary Traffic Control |

No direct payment will be made for the following:

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

- (b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Providing channelizers.
- (f) Worker apparel.
- (g) Flaggers, pilot vehicles, and appurtenances at flagging stations.
- (h) Furnishing, installing, operating, maintaining, and removing construction related vehicle and equipment lighting.
- (i) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (j) Removing existing pavement markings, installing temporary pavement markings, and removing and relocating temporary pavement markings as necessary for staging operations.
- (k) Installing "Drive Smart" and "Point of Presence" signs.

4.3 Any additional work deemed necessary by the engineer that requires temporary traffic control and is not covered by the contract plans will be included in the cost change order for the additional work. However, if the added work is required in a stage where temporary traffic control is already in place, no additional traffic control pay will be allowed in this case.

J. NTCIP Compliant Changeable Message Sign (Contractor Furnished and Retained)

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. Modern shall be 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 (-29 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 (130-kmph) 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 Item 616-99.02, NTCIP Compliant Changeable Message Sign (Contractor Furnished and Retained), per each.

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

4.1.2 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.

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

K. Concrete Footings, Embedded

1.0 Description. Material for pay item 903-10.10 "Concrete Footings, Embedded", shall be in accordance with the following specifications.

1.1 Material. All material referenced in section 903.3.1 shall be acceptable, except specification section 903.3.1.2.2, for use of quick-setting polyurethane foam for embedded-type sign posts, will not be permitted on this project.

L. Disposition of Existing MoDOT Signing Equipment

1.0 Description. The existing sheet and/or extruded aluminum sign panels to be removed by the contractor shall be delivered to the Missouri Department of Transportation's District Sign Shop located at 2309a Barrett Station Road, Ballwin, Missouri 63021. The contractor shall assist with the storage of these signs as directed by the engineer.

1.1 Any hardware (brackets, U-bolts, aluminum I-beams, etc) associated with removals involving overhead sign supports shall also be salvaged and delivered to the Sign Shop.

1.2 The contractor shall notify the sign shop at least 24 hours in advance of delivering any signing materials to this maintenance lot. Contact information is below:

Mike Love, Signing / Striping

Supervisor Office: (314) 205-7310, Cell: (314) 624-3318

1.3 All sign supports, footings and other signing equipment to be removed shall become the property of the contractor and disposed of off the right of way.

1.4 The contractor shall exercise reasonable care in the handling of the signs. Should any sign be damaged due to the contractor's negligence during removal, transportation and/or reinstallation, it shall be replaced in kind at the contractor's expense. The engineer shall have the final determination on whether the said signs should be replaced or repaired.

2.0 Basis of Payment. All costs incurred for complying with this provision shall be considered completely covered by the contract unit price for:

| Item Number | Type | Description |
|-------------|----------|-------------------------|
| 202-20.10 | Lump Sum | Removal of Improvements |

M. Tier Two Inlaid Pavement Arrows System

1.0 Description. This specification is for a system of internally illuminated Recessed Pavement marker which together makes an arrow to deter wrong way drivers. The system shall include 8 internally illuminated recessed pavement markers per arrow.

2.0 Operation Specifications. Pavement markers shall meet the following requirements:

- 2.1** Charge Time 3 Hours/8 Hours cloudy
- 2.2** Operating Time 16 Hours
- 2.3** Compressive Strength 239,000 N / 53,775 lbf
- 2.4** Water Proof Rating IP68
- 2.5** Operating Temperature -40°F to 158°F
- 2.6** Dimensions (inches) Ø 5.83" x 1.97"
- 2.7** Weight (pounds) 2.23#

3.0 Lighting Specifications.

| Lighting Specification – Luminance (LUX) | | | |
|--|--------|-------|-------|
| Function | Color | 3 LED | 6 LED |
| Steady | Yellow | 24 | 34 |
| | White | 138 | 54.8 |
| | Red | 48 | 17.3 |
| | Green | 17.8 | 62 |
| | Blue | 90.6 | 47.7 |

N. 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 contractor 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 hour for each full hour 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.

O. Disadvantaged Business Enterprise (DBE) Program Requirements NJSP-20-02

1.0 Program Applicability. The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to Commission contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

2.0 DBE Program Distinguished from Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in

Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

- (a) The contractor, sub-recipient or subcontractor shall not discriminate based on race, color, religion, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate. In this provision, "contractor" will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Commission, "the recipient" will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: dbes@modot.mo.gov. It will be the duty of each contractor, and for the contractor's subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

7.0 DBE Certification, and the Missouri Unified Certification Program. MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and have developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms. The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>.

8.0 DBE Program-Related Certifications Made by Bidders and Contractors. By submitting a bid on any call involving USDOT federal funded participation, and by entering into any

contract on the basis of that bid, the contractor makes each of the following DBE Programrelated certifications and assurances to USDOT, to the Commission, and to MoDOT:

- (a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), and the Commission's DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).
- (b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract funded in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin, religion or gender in the performance of the contract, or in the award of any subcontract.
- (c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize the certified DBE firms committed to with the awarded contract.
- (d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.
- (e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MoDOT line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

- (a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract.
 - 1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor cannot count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.
 - 2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT may not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal Submittal. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages with MoDOT on or before 4:00 p.m. of the third business day after the bid opening date, directly to the External Civil Rights Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Submission via email and telefax transmittal to MoDOT will be permitted.

Fax no. (573) 526-0558
Email: DBE@MoDOT.Mo.Gov

No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidders.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the "DBE Identification Submittal" sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Efforts Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects. All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of the apparent low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid, or complete good faith effort participation by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Commission upon Commission demand, only if the contract is awarded.

- (a) By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Commission.

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

- (a) In addition to allowances provided for in the Federal Regulations, a bidder may count

toward the DBE contract goal, the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

- 1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- 2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT's External Civil Rights Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT's determination that a DBE's participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination on Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

13.1 Final Payment from the Commission. Prior to final payment by the Commission, the contractor shall file with the Commission a detailed list showing each DBE used on the contract work, and the work performed by each DBE (Section 105.15.2.1). The list shall show the actual

dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

14.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subcontractors contractually, at the contractor's expense.

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

P. Supplemental Revisions JSP-18-01R

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video 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.