Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

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#### JOB SPECIAL PROVISION

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

**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 2023 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-13-01C

**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 on all projects (job numbers) shall be completed on or before the Contract Completion date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Job No.:	J8S3226	J8S3228
Routes:	С	DD
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Notice to Proceed Date:	November 06, 2023
Contract Completion Date:	November 01, 2024

**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
J8S3226	82	\$1,800
J8S3228	92	\$1,800

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract 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 contract 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 contract 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. <u>Work Zone Traffic Management</u> JSP-02-06N

**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.

Job No.: J8S3226J8S3228Routes:CDDCounty:GreeneGreene

**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

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

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:

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

**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.

#### 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. If a CMS with Communication Interface is required, then the CMS shall be capable of communication 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.

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Routes:	С	DD
County:	Greene	Greene

#### D. <u>Emergency Provisions and Incident Management</u> - SW

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

#### Resident Engineer – Brad Gripka: 417-895-6720 (Office) or 417-834-6976 (Mobile)

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

Missouri Highway Patrol: 417-895-6868		
MoDOT Customer Se	ervice: 417-895-7600	
Springfield Police Department	417-864-1810	
Springfield Fire Department	417-874-2300	
Strafford Police Department	417-736-4000	
Strafford Fire Department 417-736-3679		
Greene County Sheriff 417-868-4040		
Webster County Sheriff	417-859-2247	
Mercy EMS Communication Center	417-820-3003	
Emergency Number Only		
911		
*55 cell phone- Missouri Highway Patrol		
417-846-1160: MoDOT Incident Management Coordinator		

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

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

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

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

#### 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.

Andrew Bowman, Project Contact Southwest District 3025 E Kearney Street Springfield, MO 65803

Telephone Number: 417-292-1742 Email: <u>andrew.bowman@modot.mo.gov</u>

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

## F. Project Details and Quantities – Route C



**1.0 Description**. This project consists of applying a plant mix bituminous pavement (surface leveling) as described here in. The project limits are from Log Mile 0.030 to 3.667. The total length of pavement limits are 3.637 miles with a total average width of 22 feet. Lane width noted is typical lane width. Adjust paving widths to existing field conditions. There are no pavement exception locations.

#### 2.0 Mix and Pavement Transitions.

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

**2.1** 1" Plant Mix Bituminous Surface PG 64-22 pavement shall be placed the entire width of the lanes, one pass per lane with no superelevation correction. Tack coat shall be applied at the rate of 0.08 gal/yd<sup>2</sup> the entire width of the traveled way for the length of the pavement limits.

**2.2** Depth transitions when beginning and ending at a state route shall be coldmilled at the rate of 1" in 100'. When beginning or ending mid-route, including exceptions, shall be coldmilled at the rate of 1" in 100'. An existing cold mix state route shall have a pavement depth transition of 0" - 1" over 100' at the beginning and a pavement depth transition of 1" - 0" at the ending with no coldmilling, unless otherwise specified.

**2.3** Coldmilling and pavement tapers at intersecting state routes will vary. See quantities for the approximate paved approach and coldmilling areas (see transition area details below).



SECTION B-B

TYPICAL STATE ROUTE JUNCTION (COLD MIX ROUTE TRANSITION)

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

**2.4** The bituminous pavement shall be tapered at entrances and non-state routes (see pavement taper details below).



SECTION A-A

TYPICAL ENTRANCE - NO SHOULDER (FIELD, PRIVATE OR COUNTY ROAD) \*TAPER AT 1:1 FOR FIELD ENTRANCE

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

### 2.5 Bituminous pavement shall be placed at mailbox turnouts (see typical details below).

NOTE: MAILBOX TURNOUT QUANTITIES BASED ON 2' WIDTH AND 15' LENGTH. ADD 2' IN LENGTH PER ADDITIONAL MAILBOX AT SAME LOCATION, AS APPROVED BY THE ENGINEER.



Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

# 3.0 Pavement and Coldmilling Quantities.

	BITUMINOUS PAVEMENT MIXTURE PG64-22 SURFACE LEVELING								
APPRO	APPROX. LOG		AVERAGE	1.985 TON/CY	.08 GAL/SY				
М	ILE		LENGTH	WIDTH	QUANTITY	ΤΑϹΚ ϹΟΑΤ			
FROM	Т0	ROUTE	(MI)	(FT)	(TONS)	(GAL)	REMARKS		
0.030	0.070	С	0.040	24	29.43	45.1			
0.070	0.110	С	0.040	23	30.23	43.2			
0.110	3.667	С	3.557	22	2571.68	3672.7			
					363.70		100 TONS/MILE		
			34.00	49.9	MAILBOX/ENTRANCES				
		TOTALS	3,029.03	3810.9	ASSUMES 30' ENTRANCE WIDTHS.				
				USE	3,029.0	3811			

**3.1** Pavement quantities are as follows:

# **3.2** Coldmilling Quantities are as follows:

	MODIFIED COLDMILLING (DEPTH TRANSITIONS)								
APPI	APPROX.			AVERAGE		.10 GAL/SY			
LOG	LOG MILE		LENGTH	WIDTH	QUANTITY	ΤΑϹΚ ϹΟΑΤ			
FROM	т0	ROUTE	(FT)	(FT)	(SY)	(GAL)	REMARKS		
0.030	0.049	С	100	24	266.7	26.7	BEGINNING OF PROJECT		
3.648	3.667	С	100	22	244.4	24.4	END OF PROJECT		
		TOTALS	511.1	51.1					
				USE	511	51			

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

**4.0 Temporary Traffic Control Plans.** See <u>Standard Plans 616.20</u> for standard temporary traffic control requirements.

	1							
1*	GO20-1	60 X 24	10	2	20	ROAD WORK NEXT XX MILES & XX MILES		
2**	WO20-1	48 X 48	16	7	112	ROAD WORK AHEAD		
7	WO20-4	48 X 48	16	4	64	ONE LANE ROAD AHEAD		
8	WO20-7a	48 X 48	16	5	80	FLAGGER (SYMBOL) WITH FLAGS		
11	WO3-4	48 X 48	16	1	16	BE PREPARED TO STOP		
26	GO20-2	48 X 24	8	2	16	END ROAD WORK		
35	W08-12	48 X 48	16	4	64	NO CENTER LINE		
36	W08-11	48 X 48	16	8	128	UNEVEN LANES		
53	GO20-4	36 X 18	4.5	2	9	PILOT CAR FOLLOW ME		
56	CONST-7	48 X 24	8	2	16	RATE OUR WORK ZONE		
58	GO20-4a	42 X 30	8.75	0	0	PILOT CAR IN USE WAIT & FOLLOW		
58	GO20-4a	18 X 12	1.5	1	1.5	PILOT CAR IN USE WAIT & FOLLOW		
59	CONST-8	48 X 36	12	2	24	WORK ZONE NO PHONE ZONE		
	GO22-1	21 X 15	2.19	2	4.38	WET PAINT (ARROW PIVOTS)		
	COI	NSTRUCTI	ON SIGNS	SUBTOTAL	554.88			
		CONSTRU	JCTION SIG	SNS TOTAL	555			
		CHANN	IELIZERS (T	RIM-LINE)	40			
TRUCK O	R TRAILER M	OUNTED	ATTENUAT	OR (TMA)	2			
* - IF LESS	THAN TWO	(2) MILES,	DELETE SI	GN NO. 1.		•		
	** - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY							
THE ENGI	NEER.							
REFER TO	STANDARD	PLANS 616	5.10 AND 9	03.03 FOR 9	SIGN AND S	IGN MOUNTING REQUIREMENTS.		

**4.1** Construction signs and channelizers are as follows:

**4.2** Mobilization is as follows:

ITEM NO.	QTY.	DESCRIPTION
618-10.00	LUMP SUM	MOBILIZATION
627-40.00	LUMP SUM	CONTRACTOR FURNISHED SURVEYING & STAKING

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

vement Marking. Pavement marking quantities are as follows:
-------------------------------------------------------------

	STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS							
				4" SOLID	4" SOLID			
APPROX.	LOG MILE		LENGTH	YELLOW	WHITE			
FROM	Т0	ROUTE	(FT)	(FT)	(FT)	REMARKS		
0.030	3.667	С	19203.36	38406.72	38406.72			
	ASSUMES SOLID DOUBLE YELLOW.							
	TOTALS 38,406.72 38,406.72 ADJUST PAINT TO EXISTING							
	USE 38,407 38,407 FIELD CONDITIONS.							
NOTE: TEN	<b>/IPORARY</b> A	ND PERM	ANENT PAV	EMENT MA	RKING SHAL	L BE IN ACCORDANCE WITH 620.10.		

**6.0 Permanent Aggregate Edge Treatment.** Permanent aggregate edge treatment quantities are as follows:

	PERMANENT AGGREGATE EDGE TREATMENT								
			AGGR	PRIME MC800					
APPROX. LOG MILE		LENGTH	200 TON/MI	590 GAL/MI					
FROM	т0	ROUTE	(MI)	(TON)	(GAL)	REMARKS			
0.030	3.667	С	3.637	727.4	2145.8				
		TOTALS	727.4	2145.8					
			USE	727.4	2,146				

7.0 Gravel (A) or Crushed Stone (B). Gravel (A) or Crushed Stone (B) quantities are as follows:

GRAVEL (A) OR CRUSHED STONE (B)							
# OF AGGR # OF AGGR							
	ENTRANCES	COUNTY ROADS	TOTAL QTY.				
ITEM NO.	(4 TONS EACH)	(6 TONS EACH)	(TONS)	DESCRIPTION			
310-50.02	35	0	140	GRAVEL (A) OR CRUSHED STONE (B)			

#### G. <u>Project Details and Quantities – Route DD</u>

**1.0 Description**. This project consists of applying a plant mix bituminous pavement (surface leveling) as described here in. The project limits are from Log Mile 0.029 to 2.752. The total length of pavement limits are 2.723 miles with a total average width of 21 feet. Lane width noted is typical lane width. Adjust paving widths to existing field conditions. Pavement will not be placed at the following exception locations listed below:

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene



#### 2.0 Mix and Pavement Transitions.

**2.1** 1" Plant Mix Bituminous Surface PG 64-22 pavement shall be placed the entire width of the lanes, one pass per lane with no superelevation correction. Tack coat shall be applied at the rate of 0.08 gal/yd<sup>2</sup> the entire width of the traveled way for the length of the pavement limits.

**2.2** Depth transitions when beginning and ending at a state route shall be coldmilled at the rate of 1" in 100'. When beginning or ending mid-route, including exceptions, shall be coldmilled at the rate of 1" in 100'. An existing cold mix state route shall have a pavement depth transition of 0" - 1" over 100' at the beginning and a pavement depth transition of 1" - 0" at the ending with no coldmilling, unless otherwise specified.

**2.3** Coldmilling and pavement tapers at intersecting state routes will vary. See quantities for the approximate paved approach and coldmilling areas (see transition area details below).

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene



SECTION B-B

TYPICAL STATE ROUTE JUNCTION (COLD MIX ROUTE TRANSITION)

**2.4** The bituminous pavement shall be tapered at entrances and non-state routes (see pavement taper details below).



#### SECTION A-A

TYPICAL ENTRANCE - NO SHOULDER (FIELD, PRIVATE OR COUNTY ROAD) \*TAPER AT 1:1 FOR FIELD ENTRANCE

Job No.:	J8S3226	J8S3228
Routes:	С	DD
County:	Greene	Greene

## 2.5 Bituminous pavement shall be placed at mailbox turnouts (see typical details below).

NOTE: MAILBOX TURNOUT QUANTITIES BASED ON 2' WIDTH AND 15' LENGTH, ADD 2' IN LENGTH PER ADDITIONAL MAILBOX AT SAME LOCATION, AS APPROVED BY THE ENGINEER.



## 3.0 Pavement and Coldmilling Quantities.

3.1 Pavement quantities are as follows:

	BITUMINOUS PAVEMENT MIXTURE PG64-22 SURFACE LEVELING								
APPRO	DX. LOG			AVERAGE	1.985 TON/CY	.08 GAL/SY			
N	IILE		LENGTH	WIDTH	QUANTITY	TACK COAT			
FROM	т0	ROUTE	(MI)	(FT)	(TONS)	(GAL)	REMARKS		
0.029	2.752	DD	2.723	21	939.60	2683.8			
					272.30		100 TONS/MILE		
					20.70	29.7	MAILBOX/ENTRANCES		
				TOTALS	1,232.60	2713.5	ASSUMES 30' ENTRANCE WIDTHS.		
				USE	1,232.6	2714			

Job No.:	J8S3226	J8S3228
Routes:	С	DD
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	MODIFIED COLDMILLING (DEPTH TRANSITIONS)								
APPRO	X. LOG			AVERAGE		.10 GAL/SY			
M	MILE		LENGTH	WIDTH	QUANTITY	TACK COAT			
FROM	то	ROUTE	(FT)	(FT)	(SY)	(GAL)	REMARKS		
0.029	0.048	DD	100	21	233.3	23.3	BEGINNING OF PROJECT		
							MILL TO MATCH COUNTY RD J		
2.733	2.752	DD	100	21	233.3	23.3	END OF PROJECT		
							WEBSTER CO LINE		
					466.6	46.6			
				USE	467	47			

## **3.2** Coldmilling Quantities are as follows:

**4.0 Temporary Traffic Control Plans.** See <u>Standard Plans 616.20</u> for standard temporary traffic control requirements.

**4.1** Construction signs and channelizers are as follows:

	TRAFFIC CONTROL DEVICES								
		SIZE	AREA		TOTAL				
SIGN NO.	SIGN	(in.)	(FT.2)	QTY.	AREA (FT. <sup>2</sup> )	DESCRIPTION			
1*	GO20-1	60 X 24	10	2	20	ROAD WORK NEXT XX MILES & XX MILES			
2**	WO20-1	48 X 48	16	7	112	ROAD WORK AHEAD			
7	WO20-4	48 X 48	16	4	64	ONE LANE ROAD AHEAD			
8	WO20-7a	48 X 48	16	5	80	FLAGGER (SYMBOL) WITH FLAGS			
11	WO3-4	48 X 48	16	1	16	BE PREPARED TO STOP			
26	GO20-2	48 X 24	8	2	16	END ROAD WORK			
35	WO8-12	48 X 48	16	4	64	NO CENTER LINE			
36	W08-11	48 X 48	16	6	96	UNEVEN LANES			
53	GO20-4	36 X 18	4.5	2	9	PILOT CAR FOLLOW ME			
56	CONST-7	48 X 24	8	2	16	RATE OUR WORK ZONE			
58	GO20-4a	42 X 30	8.75	0	0	PILOT CAR IN USE WAIT & FOLLOW			
58	GO20-4a	18 X 12	1.5	1	1.5	PILOT CAR IN USE WAIT & FOLLOW			
59	CONST-8	48 X 36	12	2	24	WORK ZONE NO PHONE ZONE			
	GO22-1	21 X 15	2.19	2	4.38	WET PAINT (ARROW PIVOTS)			
	CO	STRUCTI	ON SIGNS	SUBTOTAL	522.88				
		CONSTRU	ICTION SIG	INS TOTAL	523				
		CHANN	ELIZERS (T	RIM-LINE)	40				
TRUCK O	R TRAILER N	10UNTED	ATTENUAT	OR (TMA)	2				
* - IF LESS	THAN TWO	(2) MILES,	DELETE SI	GN NO. 1.					
** - ADDIT	IONAL SIGN	NO. 2 US	ED AS SHO	WN ON TR	AFFIC CONT	ROL SHEET 3 OF 5 AND AS DIRECTED BY			
THE ENGIN	IEER.								
REFER TO	STANDARD I	PLANS 616	5.10 AND 9	03.03 FOR	SIGN AND SI	GN MOUNTING REQUIREMENTS.			

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**4.2** Mobilization and Contractor Surveying and Staking is as follows:

ITEM NO.	QTY.	DESCRIPTION
618-10.00	LUMP SUM	MOBILIZATION
627-10.00	LUMP SUM	CONTRACTOR SURVEYING AND STAKING

**5.0 Pavement Marking.** Pavement marking quantities are as follows:

STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS							
					4" SOLID		
APPROX.	LOG MILE		LENGTH	4" SOLID	WHITE		
FROM	Т0	ROUTE	(FT)	YELLOW (FT)	(FT)	REMARKS	
0.029	2.752	DD	14377.44	28754.88	28754.88		
						ASSUMES SOLID DOUBLE YELLOW.	
	TOTALS 28,755 28,755 ADJUST PAINT TO EXISTING						
USE 28,755 28,755 FIELD CONDITIONS.							
NOTE: TEM	IPORARY A	ND PERM	ΑΝΕΝΤ ΡΑ\	/EMENT MARK	ING SHALL I	BE IN ACCORDANCE WITH 620.10.	

**6.0 Permanent Aggregate Edge Treatment.** Permanent aggregate edge treatment quantities are as follows:

	PERMANENT AGGREGATE EDGE TREATMENT								
				AGGR	PRIME MC800				
APPROX.	LOG MILE		LENGTH	200 TON/MI	590 GAL/MI				
FROM	Т0	ROUTE	(MI)	(TON)	(GAL)	REMARKS			
0.029	2.752	DD	2.723	544.6	1606.6				
			TOTALS	544.6	1606.6				
			USE	544.6	1,607				

7.0 Gravel (A) or Crushed Stone (B). Gravel (A) or Crushed Stone (B) quantities are as follows:

GRAVEL (A) OR CRUSHED STONE (B)							
	# OF AGGR						
	ENTRANCES	COUNTY ROADS	TOTAL QTY.				
ITEM NO.	(4 TONS EACH)	(6 TONS EACH)	(TONS)	DESCRIPTION			
310-50.02	28	0	112	GRAVEL (A) OR CRUSHED STONE (B)			

#### H. <u>Supplemental Revisions</u> JSP-18-01Z

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

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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;

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- (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 preactivity 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.

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**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.

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.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

**1.0 Description.** This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

**2.0 Materials**. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

**2.1 Product Approval.** The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

**2.2 General.** GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

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Table 1 – GTR Material Properties			
Property	Test Method	Criteria	
Specific Gravity	ASTM D1817	1.02 to 1.20	
Metal Contaminates	ASTM D5603	<u>&lt;</u> 0.01%	
Fiber Content	ASTM D5603	<u>&lt;</u> 0.5%	
Moisture Content	ASTM D1509	<u>&lt;</u> 1.0%*	
Mineral Filler	AASHTO M17	<u>&lt;</u> 4.0%	

\*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

**2.3 Gradation**. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation		
Sieve Percent Passing by Weight		
No. 20	100	
No. 30	98-100	
No. 40	50-70	
No. 100	5-15	

**3.0 Delivery, Storage, and Handling.** The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

**4.0 Feeder System.** Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within  $\pm$  3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within  $\pm$  3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

**4.1 Batch Plants.** GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

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**4.2 Drum Plants.** The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

**5.0 Testing During Mixture Production.** Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

**6.0 Construction Requirements.** Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

**7.0 Mix Design Test Method Modification.** A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

**8.0 Mix design Volumetrics.** Mix design volumetric equations shall be modified as follows:

**8.1** Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

**8.2** GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

**8.3** Mix G<sub>sb</sub> used to determine VMA shall be calculated as follows:

$$G_{sb (JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where:

 $G_{sb\ (JMF)} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ including\ GTR$   $P_{bmv} = percent\ virgin\ binder\ by\ total\ mixture\ weight$   $P_s = percent\ aggregate\ by\ total\ mixture\ weight\ (not\ including\ GTR)$   $P_{GTR} = percent\ GTR\ by\ total\ mixture\ weight$   $G_{sb} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ (not\ including\ GTR)$  $G_{GTR} = GTR\ specific\ gravity$ 

**8.4** G<sub>se</sub> shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

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**8.5** P<sub>be</sub> shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

**9.0 Minimum GTR Amount.** The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
PG 70-22	0 - 20	PG 64-22	10 %
DC 70.00	0.00	PG 64-22	5 %
PG 70-22	0 - 30	PG 58-28	10 %
PG 64-22	0 - 40*	PG 58-28	5 %
PG 04-22	0-40	PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

\* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

#### Buy America

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

**1.0 Description.** The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:

- a) Iron and steel no changes to the current specification requirements.
- b) Manufactured products these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:

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- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

**1.1** All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.

**1.2** New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation into the project. The Certificate of Material origin form (link to certificate form) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

**1.3** Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

**1.4** The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**2.0 Basis of Payment.** Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

#### Delete Sec 403.19.2 and substitute the following:

**403.19.2 Lots.** The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with Sec 403.23.7.4.1. A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with Sec 403.11.

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### I. <u>Contractor Quality Control for Plant Mix Bituminous Surface Leveling</u> NJSP-15-21A

**1.0 Description.** The contractor shall provide Quality Control (QC) testing and shall perform verification procedures associated with the production and placement of Plant Mix Bituminous Surface Leveling Mixture in accordance with this provision.

**2.0 Asphalt Plant Requirements.** The contractor shall perform quality control testing in the production of the Surface Leveling Mixture and report the results electronically on MoDOT-provided forms. All reports shall include the Contract ID, Project Number, Route, County, and Job Mix number.

**2.1** Calibration of the asphalt plant shall be in accordance with Sec 403.17.2.2. Record retention for verification of test reports shall be in accordance with Sec 403.17.3.2.

**2.2** At a minimum, the contractor shall perform one QC sieve analysis test for each day of production of Surface Level mixture in excess of 100 tons to verify the aggregate is within the required gradation range. Results of the QC sieve analysis test shall be reported to the engineer daily. A split of each sample shall be clearly labeled and stored by the contractor in a manner that prevents contamination. The engineer will collect a minimum of one random QC split sample, and one full sample from plant production, for testing per each 10,000 tons of production. Uncollected QC split samples shall be retained by the contractor until the engineer authorizes disposal or until the Final Inspection, whichever occurs earlier.

**2.3** The contractor shall monitor the quantity of asphalt binder used in the production of the mix, including any commercial mix, and report that quantity to the engineer. Original asphalt binder delivery tickets shall accompany the report submitted to the engineer. The engineer will perform a minimum of one asphalt binder content test per each 10,000 tons of production for any project that exceeds a total of 5,000 tons of production.

**2.4** The contractor shall take a daily QC sample of the asphalt binder per instructions in Section 460.3.13 of the EPG. The engineer will collect the QC samples and ship to the MoDOT Central lab for random testing. In addition, the engineer will take a minimum of one random Quality Assurance sample per project from the binder line. The engineer sample will be shipped to the Central Lab along with the daily samples and will be designated for testing.

**2.5** The contractor shall perform one moisture content test for each day of production of Surface Level mixture in excess of 100 tons. The frequency of the moisture test may be reduced if approved by the engineer.

**3.0 Roadway Requirements.** The contractor shall perform quality control verification of the Surface Leveling Mixture on the roadway and shall monitor the asphalt tonnage placed in relation to plan quantity.

**3.1 Irregularities.** Additional tons of Surface Leveling mix will be provided for irregularities in the existing roadway surface. The tonnage specified for irregularities is an estimated quantity and shall only be placed at locations where it is necessary to fill ruts and other low points. Prior to placing the mix, the contractor and engineer shall evaluate the entire route and develop a plan that best utilizes the tonnage needed for irregularities. Any excess quantity of irregularities shall not be placed.

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**3.2 Tack.** On the first day of production, the contractor shall demonstrate proper application of tack coat in the presence of the engineer. Thereafter, when the engineer is not present to witness the application of the tack coat, the contractor shall document the tack application by taking a minimum of two high-resolution date/time stamped photographs of the tacked surface per one-mile segment. Pictures should be taken just in front of the paver in order to account for loss of tack from truck tires. The contractor shall also monitor and document the application rate. The contractor shall take distributor readings at the beginning and ending of each shift and document the quantity used.

**3.3 Spreading and Rolling.** On the first day of production, the contractor shall demonstrate successful spreading and compaction of the mixture, including proper rolling patterns, in the presence of the engineer. Thereafter, the contractor shall monitor all roadway production procedures and document daily. Use of approved Intelligent Compaction technology is an allowable substitute for daily documentation.

**3.4 Monitoring of Quantity.** The contractor shall monitor the quantity of Surface Level mix placed and report that information to the engineer and production staff as specified herein.

**3.4.1** The contractor shall verify that the quantity of Surface Leveling mix in the contract for each route is sufficient to cover the roadway as shown on the typical sections, including any surface irregularities. Any discrepancies shall be brought to the engineer's attention in writing prior to the pre-construction conference. Plan quantity shall be defined as the total tons computed to cover the surface area according to the typical section, plus any amount pre-approved by the engineer for pavement irregularities.

**3.4.2** The contractor shall provide temporary log mile reference points at no less than ½ mile intervals along each route to monitor the tons of Surface Leveling mix laid in relation to plan quantity. Entrances, shoulders, or other irregular areas will be monitored as directed by the engineer.

**3.4.3** During production, the contractor shall document the total tons placed in each one-mile segment, along with the plan quantity and the percent over/under for that segment. The cumulative quantity and percent over/under for the route should also be documented. After each one-mile segment, the contractor shall provide a status report to the production manager and the engineer. When the engineer is not present on the project, the contractor shall send an electronic status report to the engineer.

**3.4.4** The goal is to keep the placed quantity within 2% of plan quantity for the project. The engineer will monitor the status reports and will advise the contractor on how to proceed when there is an excessive variance from plan quantity. The engineer may decrease the frequency of the electronic status reports when the variances are consistently low.

**3.4.5** The contractor shall collect asphalt tickets from the delivery trucks and group them per each one-mile segment. The contractor shall submit to the engineer a daily summary report that includes all of the information specified in Section 3.4.3. The contractor shall sign the summary report confirming that the information is accurate and that the attached tickets represent the asphalt material placed.

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**3.4.6** The contractor shall be equipped with a contractor-furnished cellular device capable of providing and maintaining a reliable means of immediate communication with the engineer when the engineer is not present on the project.

**4.0 Excessive Quantity.** If the contractor places Surface Level mix on any one-mile segment, or any other isolated areas, in excess of plan quantity by 5% or more, without prior approval from the engineer, further investigation may be required to determine if the excess was warranted. If directed by the engineer, the contractor shall core the pavement at locations established by the engineer to determine the amount that was excessive, if any. No payment will be made for the cost to core the pavement or for the tons of Surface Level mix that the engineer determines to be excessive. If the amount of Surface Level mix is determined to be justified, payment will be made for the mix, and for the cost of coring at the fixed price established in Sec 109. Placement of asphalt in excess of plan quantity for two consecutive segments without prior approval from the engineer may result in issuance of an Order Record to stop work.

**5.0 Basis of Payment.** No direct payment will be made for compliance with this provision. All costs shall be considered completely covered under the pay items provided in the contract.

#### J. <u>Pavement Marking Log</u> – SW

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing pavement markings prior to coldmilling or resurfacing and installing new pavement markings to match the scheme that was in place prior to the project.

**2.0 Construction Requirements.** Prior to the start of resurfacing work, the Contractor shall document the color, type, and location of the existing pavement markings, including any change in pavement marking (e.g., solid yellow to intermittent yellow on the centerline) and no passing zones. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing pavement marking information.

**2.1** The existing pavement marking documentation provided by the Contractor shall include the location of existing pavement markings by either station or log mile. The Engineer shall reserve the right to make adjustments to the final pavement marking locations. The Engineer will provide the Contractor with any adjusted locations. Under no circumstances shall the Contractor make adjustments to the location of permanent pavement markings without the Engineer's approval.

**2.2** All permanent pavement markings shall be installed in accordance with Sec 620.

**3.0. Temporary Pavement Marking.** The Contractor shall provide temporary pavement marking in accordance with Sec 620 and Standard Plan 620.10. No compensation will be made to the Contractor for temporary pavement marking.

4.0 Method of Measurement. Measurement will be made in accordance with Sec 620.

**5.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the pavement marking (Sec 620) line items in the contract.

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#### K. <u>Permanent Pavement Marking</u> - SW

**1.0 Description.** This work shall consist of furnishing and placing permanent centerline, edge line, and lane line markings as specified, at locations shown on the plans or as approved by the engineer. This work shall be in accordance with Section 620 and specifically as follows.

**2.0 Construction Requirements.** On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips.

**3.0 Basis of Payment.** The accepted quantity of permanent pavement marking paint will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material, or time necessary to complete the described work including any other incidental items.

#### L. <u>Permanent Aggregate Edge Treatment</u> - SW

**1.0 Description**. This work shall consist of furnishing and placing an aggregate material on the shoulders of the resurfaced route in areas indicated in the plans or as directed by the engineer. This work and material shall be in accordance with Section 310 except as follows. The edge treatment shall be at least 2' wide.

#### 2.0 Material

2.1 Aggregate Material utilized for permanent aggregate edge treatment shall be either commercial base or coldmillings. Any material shall be approved by the engineer prior to use.

2.1.1 Coldmilling material shall be an asphaltic material created by the equipment and operations as defined in Standard Specification 622.10.

2.1.2 Aggregate material shall be a 1" commercial base.

**3.0 Construction Requirements.** The contractor shall furnish, haul and spread aggregate material or coldmillings to bring the shoulders up to match the overlaid pavement elevation as shown in the typical sections.

**3.1** Aggregate or coldmillings shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place without prior approval from the engineer. Aggregate material or coldmillings shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

**3.2** Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the engineer.

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**3.3** After all placing, shaping, and compactive effort operations are completed, the permanent aggregate edge treatment shall match the overlaid pavement elevation as shown in the typical sections.

3.4 A prime coat (MC-800) in accordance with Section 408, shall be placed on top of all permanent aggregate edge treatment, regardless of material used, at a target rate of 0.25Gal/SY.

**4.0 Method of Measurement.** Measurement of material furnished for shoulder aggregate shall be dependent upon the material the contractor chooses to use for this work. If the contractor chooses to use a 1" commercial base, measurement will be made per ton and in accordance with Section 310.5.3. If the contractor chooses to use coldmillings, measurement will be made per linear foot. In regards to utilizing coldmillings, the Contractor is hereby being informed that it shall be their responsibility to review the existing slopes on the project and ensure there is sufficient material to install new slopes in accordance with the specifications and plans. Measurement for all prime (MC-800) will be in accordance with Section 408.5

#### 5.0 Basis of Payment.

**5.1** The bid item for the shoulder material is for the 1" commercial base option. The accepted quantities of permanent aggregate edge treatment will be paid for at the contract unit price for PERMANENT AGGREGATE EDGE TREATMENT, pay item 304-99.10, including all labor, equipment, and material costs required to fulfill the requirements of the special provision

**5.1.1** Should the contractor choose to construct the permanent aggregate edge treatment with coldmillings, notification must be given to the engineer in advance of the work so that a change order can be issued to facilitate payment of the permanent aggregate edge treatment with a contingent item as specified herein.

**5.1.2** For the coldmilling option, a zero-cost change order will be issued to zero out the tonnage of permanent aggregate edge treatment so that it can be converted to a linear foot quantity pay item. A contingent item for the permanent aggregate edge treatment paid by the linear foot will be added to the change order. The linear footage added to the contract shall be double the centerline miles of the project. A unit price for the permanent aggregate edge treatment, coldmilling option, will be determined by multiplying the original permanent aggregate edge treatment unit bid price and the tonnage included in the contract, then dividing by double the centerline miles of the project.

**5.2** The prime coat (MC-800) shall be paid for at the contract unit price for PRIME (MC-800), pay item 408-10.18, regardless of the material used to construct the edge treatment.

## M. <u>Culvert Location</u> - SW

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing crossroad culverts prior to conducting grading operations or placement of permanent aggregate edge treatment.

**2.0 Construction Requirements.** Prior to the start of grading or edge treatment work, the Contractor shall document the location of the existing crossroad culverts. The Contractor shall

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submit the method of documentation to the Engineer for approval prior to recording the existing culvert location.

**2.1** The documentation provided by the Contractor shall include the location of existing crossroad culverts by either station or log mile. Under no circumstances shall the Contractor begin grading or edge treatment work without the Engineer's approval.

**2.2** The location of each crossroad culvert shall be indicated with a lathe or other identifier that can be seen during contractor operations.

**2.3** The contractor shall exercise reasonable care in the locations of the crossroad culverts <u>and</u> all driveway culverts to ensure that grading or edge treatment operations do not result in the blockage of the culvert.

**2.4** The contractor as directed by the engineer shall remove any material from all culverts that was placed by grading or edge treatment operations.

**3.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by line items in the contract.

#### N. <u>Gravel A or Crushed Stone B</u> - SW

**1.0 Description**. This work shall consist of furnishing and placing gravel or crushed stone surfacing for transitions at aggregate side roads and entrances upon completion of overlay and shoulder work. This work and material shall be in accordance with Section 310 except as follows.

**2.0 Construction Requirements.** The contractor shall furnish, haul, and spread gravel or crushed stone surfacing to smooth up the transitions and eliminate any edge drop offs created at aggregate side roads and entrances created from the construction of shoulders as approved by the engineer.

**3.0 Method of Measurement.** Measurement of material furnished for gravel or crushed stone will be made in accordance with Section 310.5.3, excluding any deductions for moisture.

**4.0 Basis of Payment.** The accepted quantities of gravel or crushed stone will be paid for at the contract unit price, including all labor, equipment, and material costs required to fulfill the requirements of the special provision.

#### O. <u>Damage to Existing Pavement, Shoulders, Side Roads, and Entrances</u> - SW

**1.0 Description.** This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

**2.0 Construction Requirements.** Any cracking gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within

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twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

**3.0 Method of Measurement.** No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

#### P. <u>Prime Contractor Requirements</u> JSP-16-09

**1.0** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this project. Instead, for the purposes of constructing this project only, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

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#### JOB SPECIAL PROVISION

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

**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 2023 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:November 6, 2023Completion Date:November 1, 2024

**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
J8S3227	128	\$1800

## Let in Combination with J8S3226 & J8S3228

**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. <u>Work Zone Traffic Management</u> JSP-02-06M

**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 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:

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

**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** There are no nighttime work restrictions on this project.

## 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. A CMS with Communication Interface (pay item 616-10.99) is required and the CMS shall be capable of communication 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. <u>Emergency Provisions and Incident Management - SW</u>

**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 resident engineer's office shall also be notified when the contractor requests emergency assistance.

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

Missouri Highway Patrol – Troop D: 417-895-6868		
Missouri Highway Patrol – Troop A: 816-622-0800		
MoDOT Customer Service: 417-895-7600		
Greene County Sheriff 417-868-4040	Greene County Office of Emergency Management 417-869-6040	
Springfield City Fire 417-874-2300	Springfield City Police 417-864-1810	

Emergency Only Numbers	
911	
*55 cell phone – Missouri Highway Patrol	
417-864-1160 – MoDOT Incident Management Coordinator	

**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 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.

Andrew Bowman, Project Contact Southwest District 3025 E Kearney St Springfield, MO 65803 Cell: 417-292-1742 Email: andrew.bowman@modot.mo.gov

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

## F. <u>Supplemental Revisions</u> JSP-18-01Z

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 preactivity 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.

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.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

**1.0 Description.** This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

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County:	Greene	

**2.0 Materials**. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

**2.1 Product Approval.** The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

**2.2 General.** GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties		
Property	Test Method	Criteria
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	<u>&lt;</u> 0.01%
Fiber Content	ASTM D5603	<u>&lt;</u> 0.5%
Moisture Content	ASTM D1509	<u>&lt;</u> 1.0%*
Mineral Filler	AASHTO M17	<u>&lt;</u> 4.0%

\*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

**2.3 Gradation**. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation	
Sieve Percent Passing by Weigh	
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

**3.0 Delivery, Storage, and Handling.** The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

**4.0 Feeder System.** Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within  $\pm$  3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system

volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within  $\pm$  3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

**4.1 Batch Plants.** GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

**4.2 Drum Plants.** The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

**5.0 Testing During Mixture Production.** Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

**6.0 Construction Requirements.** Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

**7.0 Mix Design Test Method Modification.** A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

**8.0 Mix design Volumetrics.** Mix design volumetric equations shall be modified as follows:

**8.1** Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

**8.2** GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

**8.3** Mix G<sub>sb</sub> used to determine VMA shall be calculated as follows:

$$G_{sb (JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

#### where:

 $G_{sb\ (JMF)} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ including\ GTR$   $P_{bmv} = percent\ virgin\ binder\ by\ total\ mixture\ weight$   $P_{s} = percent\ aggregate\ by\ total\ mixture\ weight\ (not\ including\ GTR)$   $P_{GTR} = percent\ GTR\ by\ total\ mixture\ weight$   $G_{sb} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ (not\ including\ GTR)$  $G_{GTR} = GTR\ specific\ gravity$ 

**8.4** G<sub>se</sub> shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

**8.5** P<sub>be</sub> shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

**9.0 Minimum GTR Amount.** The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
PG 76-22	0 - 20	PG 64-22	10 %
DC 70 22	PG 70-22 0 - 30	PG 64-22	5 %
PG 70-22		PG 58-28	10 %
PG 64-22	0 – 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

\* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

Buy America

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

**1.0 Description.** The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:

- a) Iron and steel no changes to the current specification requirements.
- b) Manufactured products these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:
  - Non-ferrous metals;
  - Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
  - Glass (including optic glass);
  - Lumber; or
  - Drywall

**1.1** All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.

**1.2** New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation into the project. The Certificate of Material origin form (link to certificate form) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

**1.3** Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

**1.4** The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410

Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**2.0 Basis of Payment.** Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

## Delete Sec 403.19.2 and substitute the following:

**403.19.2 Lots.** The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with Sec 403.23.7.4.1. A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with Sec 403.11.

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

**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:

#### Utility List for J8P3227

Utility Name	Known Required Adjustment	Type
AT&T – Distribution Scott Hall 600 St. Louis, Rm 630 Springfield, MO 65806 Phone: 417-849-8265 Email: <u>sh4949@att.com</u>	None	Communications
Phillips 66 Pipeline Matthew R. Dowdell 1388-01 Phillips Building Bartlesville, OK 74003-6670 Phone: 918-977-5143 Email: <u>matt.r.dowdell@p66.com</u>	None	Pipeline
Sho-Me Technologies Brad McGoon 301 West Jackson St Marshfield, MO 65706 Phone: 417-830-6717 Email: <u>dmcgoon@shomepower.com</u>	None	Communications

		Job No.: J8S3227 Route: WW County: Greene
MoDOT – Signals, Lighting, ITS Mr. Joe Dotson 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-899-3043 Email: joseph.dotson@modot.mo.gov	None	Signals, Lighting, ITS
Liberty Utilities Robin Childs 3400 Kodiak Road Joplin, MO 64804 Phone: 417-793-8163 Email: <u>robin.childs@LibertyUtilities.com</u>	None	Power
City Utilities of Springfield - Electric T&D Eric Cochran 301 E. Central Springfield, MO 65801 Phone: 417-831-8612 Email: <u>eric.cochran@cityutilities.net</u>	None	Power
City Utilities of Springfield - Gas & Water Craig Kern 301 E. Central, Springfield, MO 65801 Phone: 417-831-8389 Email: <u>craig.kern@cityutilites.net</u>	None	Gas & Water
City of Springfield – Clean Water Services Matt Taylor PO Box 8368 840 Boonville Ave., Springfield, MO 65802 Phone: 417-864-1934 Email: <u>mtaylor@springfieldmo.gov</u>	None	Sewer
City of Springfield – Traffic Mr. Tom Dancey 1107 W. Chestnut Expressway Springfield, MO 65802 Phone: 417-864-1167 Email: <u>tdancey@springfieldmo.gov</u>	None	Signals/ITS
City Utilities of Springfield - Springnet Bethany Forrester 301 E. Central Springfield, MO 65801 Phone: 417-831-8529 Email: <u>bforrester@springnet.net</u>	None	Communications

None

Communications

Total Highspeed Chris Harness 1091 W. Kathryn St Nixa, MO 65714 Phone: 417-720-0676 Email: charness@totalhighspeed.net

**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.

# H. <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.

### I. Plant Mix Bituminous Pavement Aggregate Requirement (BP-2) – SW

**1.0 Description.** In addition to the requirements of Sec 401.3, the total aggregate prior to mixing with asphalt binder shall be in accordance with the following gradation requirements:

Sieve Size	Percent Passing by Weight
	BP-2
1 inch	100
3/4 inch	100
1/2 inch	100
3/8 inch	90-100
No. 4	60-90
No. 8	40-70
No. 16	
No. 30	15-35
No. 200	5-12

## J. Pavement Marking Log - SW

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing pavement markings prior to coldmilling or resurfacing and installing new pavement markings to match the scheme that was in place prior to the project.

**2.0 Construction Requirements.** Prior to the start of resurfacing work, the Contractor shall document the color, type, and location of the existing pavement markings, including any change in pavement marking (e.g., solid yellow to intermittent yellow on the centerline) and no passing zones. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing pavement marking information.

**2.1** The existing pavement marking documentation provided by the Contractor shall include the location of existing pavement markings by either station or log mile. The Engineer shall reserve the right to make adjustments to the final pavement marking locations. The Engineer will provide the Contractor with any adjusted locations. Under no circumstances shall the Contractor make adjustments to the location of permanent pavement markings without the Engineer's approval.

**2.2** All permanent pavement markings shall be installed in accordance with Sec 620.

**3.0. Temporary Pavement Marking.** The Contractor shall provide temporary pavement marking in accordance with Sec 620 and Standard Plan 620.10. No compensation will be made to the Contractor for temporary pavement marking.

4.0 Method of Measurement. Measurement will be made in accordance with Sec 620.

**5.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the pavement marking (Sec 620) line items in the contract.

## K. <u>Permanent Pavement Marking - SW</u>

**1.0 Description.** This work shall consist of furnishing and placing permanent centerline, edge line, lane line markings, and preformed thermoplastic pavement marking, as specified, at locations shown on the plans or as approved by the engineer. The preformed thermoplastic pavement marking includes, but not limited to, 24" White (Stop Bars) and 24" Yellow (Hash Mark), 6" White for Crosswalks, Turn Arrows, Railroad Crossings, Yield Markings, and the word "ONLY". This work shall be in accordance with Section 620 and specifically as follows.

**2.0 Construction Requirements.** On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor will also need to coordinate the permanent pavement marking with the installation of rumble strips. The contractor shall place the preformed thermoplastic pavement marking <u>after</u> the permanent centerline, edge line, and lane line marking after the permanent centerline, edge line, and lane line marking after the permanent centerline, edge line, and lane line marking after the permanent centerline, edge line, and lane line marking after the permanent centerline, edge line, and lane line marking installed by the contractor or by others. The contractor will have 5 five days after the permanent centerline, edge line, and lane line marking are placed to start the preformed thermoplastic pavement marking installation and shall be placed in accordance with manufacturer's recommendations or as approved by the engineer.

**3.0 Basis of Payment.** The accepted quantity of permanent pavement marking paint and preformed thermoplastic pavement marking will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material, or time necessary to complete the described work including any other incidental items.

# L. <u>Temporary Raised Pavement Markers - SW</u>

**1.0 Description.** The contractor shall provide Temporary Raised Pavement Markers in accordance with Section 620.2.5 and 620.60 in addition to the following.

## 2.0 Construction Requirements.

**2.1** The contractor shall place and maintain Temporary Raised Pavement Markers (TPRM's) on pavement undergoing milling or resurfacing operations in accordance with Section 620.2.5.

**2.2** Any damage or loss of Temporary Raised Pavement Markers due to contractor operations including installation of rumble strips will be replaced at the contractor's expense. Temporary Raised Pavement Markers may be offset to allow for installation of rumble strips as approved by the engineer.

**2.3** The spacing shall be 40' for centerline and edge line on two-way sections with aggregate or paved shoulders 4 feet or less. For shoulders on multilane divided sections or two-way sections with paved shoulders greater than 4 feet wide, the contractor shall space the Temporary Raised Pavement Markers as shown in the Standard Plans.

**2.4** The contractor shall remove the Temporary Raised Pavement Markers after the completion of the permanent pavement marking as approved by the engineer.

**3.0 Basis of Payment.** No direct payment will be made for Temporary Raised Pavement Markers. No direct payment will be made for the removal of Temporary Raised Pavement Markers.

## M. Pilot Car - SW

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

**1.1** For construction operations between dusk and dawn, the contractor shall provide a reflective flag assembly on all "PLEASE WAIT FOR PILOT CAR" signs regardless of location.

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

## N. <u>Contractor Furnished Surveying and Staking - SW</u>

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

**1.0 Description.** The contractor shall be responsible for all layout required on the project. This responsibility shall include, but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, etc.

**1.1** The above list is not all inclusive. The contractor shall have the primary responsibility for these operations. The contractor shall provide the Resident Engineer (RE) with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

**1.2** The intent of this provision is to increase the quality of our work zones and minimize negative impacts to the contractor's schedule that can result from delays in staking.

**1.3** Any adjustments to the plan quantities or line numbers established in the contract shall be approved by the Engineer.

**2.0 Basis of Payment.** No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

## O. <u>Permanent Aggregate Edge Treatment - SW</u>

**1.0 Description.** This work shall consist of furnishing and placing an aggregate material on the shoulders of the resurfaced route in areas indicated in the plans or as directed by the engineer. This work and material shall be in accordance with Section 310 except as follows. The edge treatment shall be at least 2' wide.

#### 2.0 Material

**2.1** Aggregate Material utilized for permanent aggregate edge treatment shall be either commercial base or coldmillings. Any material shall be approved by the engineer prior to use.

**2.1.1** Coldmilling material shall be an asphaltic material created by the equipment and operations as defined in Standard Specification 622.10.

**2.1.2** Aggregate material shall be a 1" commercial base.

**3.0 Construction Requirements.** The contractor shall furnish, haul and spread aggregate material or coldmillings to bring the shoulders up to match the overlaid pavement elevation as shown in the typical sections.

**3.1** Aggregate or coldmillings shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place without prior approval from the engineer. Aggregate material or coldmillings shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

**3.2** Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the engineer.

**3.3** After all placing, shaping, and compactive effort operations are completed, the permanent aggregate edge treatment shall match the overlaid pavement elevation as shown in the typical sections.

**3.4** A prime coat (MC-800) in accordance with Section 408, shall be placed on top of all permanent aggregate edge treatment, regardless of material used, at a target rate of 0.25Gal/SY.

**4.0 Method of Measurement.** Measurement of material furnished for shoulder aggregate shall be dependent upon the material the contractor chooses to use for this work. If the contractor

chooses to use a 1" commercial base, measurement will be made per ton and in accordance with Section 310.5.3. If the contractor chooses to use coldmillings, measurement will be made per linear foot. In regards to utilizing coldmillings, the Contractor is hereby being informed that it shall be their responsibility to review the existing slopes on the project and ensure there is sufficient material to install new slopes in accordance with the specifications and plans. Measurement for all prime (MC-800) will be in accordance with Section 408.5

## 5.0 Basis of Payment.

**5.1** The bid item for the shoulder material is for the 1" commercial base option. The accepted quantities of permanent aggregate edge treatment will be paid for at the contract unit price for PERMANENT AGGREGATE EDGE TREATMENT, pay item 304-99.10, including all labor, equipment, and material costs required to fulfill the requirements of the special provision

**5.1.1** Should the contractor choose to construct the permanent aggregate edge treatment with coldmillings, notification must be given to the engineer in advance of the work so that a change order can be issued to facilitate payment of the permanent aggregate edge treatment with a contingent item as specified herein.

**5.1.2** For the coldmilling option, a zero-cost change order will be issued to zero out the tonnage of permanent aggregate edge treatment so that it can be converted to a linear foot quantity pay item. A contingent item for the permanent aggregate edge treatment paid by the linear foot will be added to the change order. The linear footage added to the contract shall be double the centerline miles of the project. A unit price for the permanent aggregate edge treatment, coldmilling option, will be determined by multiplying the original permanent aggregate edge treatment unit bid price and the tonnage included in the contract, then dividing by double the centerline miles of the project.

**5.2** The prime coat (MC-800) shall be paid for at the contract unit price for PRIME (MC-800), pay item 408-10.18, regardless of the material used to construct the edge treatment.

## P. <u>Culvert Location - SW</u>

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing crossroad culverts prior to conducting grading operations or placement of permanent aggregate edge treatment.

**2.0 Construction Requirements.** Prior to the start of grading or edge treatment work, the Contractor shall document the location of the existing crossroad culverts. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing culvert location.

**2.1** The documentation provided by the Contractor shall include the location of existing crossroad culverts by either station or log mile. Under no circumstances shall the Contractor begin grading or edge treatment work without the Engineer's approval.

**2.2** The location of each crossroad culvert shall be indicated with a lathe or other identifier that can be seen during contractor operations.

**2.3** The contractor shall exercise reasonable care in the locations of the crossroad culverts <u>and</u> all driveway culverts to ensure that grading or edge treatment operations do not result in the blockage of the culvert.

**2.4** The contractor as directed by the engineer shall remove any material from all culverts that was placed by grading or edge treatment operations.

**3.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by line items in the contract.

## Q. <u>Gravel A or Crushed Stone B - SW</u>

**1.0 Description**. This work shall consist of furnishing and placing gravel or crushed stone surfacing for transitions at aggregate side roads and entrances upon completion of overlay and shoulder work. This work and material shall be in accordance with Section 310 except as follows.

**2.0 Construction Requirements.** The contractor shall furnish, haul, and spread gravel or crushed stone surfacing to smooth up the transitions and eliminate any edge drop offs created at aggregate side roads and entrances created from the construction of shoulders as approved by the engineer.

**3.0 Method of Measurement.** Measurement of material furnished for gravel or crushed stone will be made in accordance with Section 310.5.3, excluding any deductions for moisture.

**4.0 Basis of Payment.** The accepted quantities of gravel or crushed stone will be paid for at the contract unit price, including all labor, equipment, and material costs required to fulfill the requirements of the special provision.

## R. <u>Relocate Existing Sign – SW</u>

**1.0 Description.** This item provides for relocating existing signs of various sizes to new anchors at locations shown on the signing sheets.

**2.0 Construction Requirements.** The contractor shall install new anchors at the locations shown and then mount existing signs and existing PSST post as summarized on sheet D-29 and D-30 of the signing sheets. All work shall be in accordance with the construction requirements of Section 903.

**3.0 Method of Measurement.** Measurement will be made per each for relocating existing signs to new anchor. Measurement for any concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

**4.0 Basis of Payment.** All cost incurred for relocating existing signs to new anchors at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item 903-99.02, Relocate Existing Sign, per each. Payment for all other labor, equipment, material, and

incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

# S. <u>Access to Commercial Properties - SW</u>

**1.0 Description.** While working on and around commercial entrances, the contractor shall make every reasonable effort to minimize any interference to business and to pursue the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless approved by the property owner and the engineer.

**1.1** The contractor shall contact each business to advise them of the work that will take place before working around each business entrance. In some cases where a property has more than one entrance, the property owner may have a preference on whether to have one entrance closed while working around it or whether to have the entrances worked around one-half at a time. The contractor is required to do the work according to each individual property owner's preference. The contractor is not to disturb any existing trees, landscaping, small block walls or irrigation lines. The contractor will solely be responsible for repairing any damage to the property caused by contractor operations.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for all costs incurred with compliance of this provision.

## T. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances - SW

**1.0 Description.** This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

**2.0 Construction Requirements.** Any cracking gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

**3.0 Method of Measurement.** No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

## U. <u>Rumble Strip - SW</u>

**1.0 Description.** This work shall consist of constructing rumble strips as shown on the plans or as approved by the engineer.

**2.0 Construction Requirements.** Rumble strips shall be placed in accordance with Section 626. In addition, on roadways open to traffic, rumble strips shall be in place no later than five

days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize in more than once for the installation of rumble strips.

**2.1** On divided highways, the edge line rumble strip shall be installed as shown in the plans or per the Standard Plans.

**2.2** On two-way roads, the edge line rumble strip shall be installed to maintain 21' preferred/20' absolute minimum between each edge line rumble. If the contract includes a centerline rumble in addition to the edge line rumble, the contractor shall only install the centerline rumble if 10.5' lane can be maintained between the edge of the centerline rumble and edge line rumble or as approved by the engineer. If this minimum distance cannot be achieved, the centerline rumbles may be underrun as approved by the engineer.

**2.3** On two-way roads with existing 2' shoulders or include construction of new 2' shoulders, the edgeline rumble strip shall stop and start 25' to each side of the intersecting road or entrance unless otherwise approved by the engineer.

**3.0 Basis of Payment.** The accepted quantity of rumble strips will be paid at the contract unit price. Payment will be considered full compensation for all labor, equipment, and material necessary to complete the described work, including mobilizing, loading, hauling, stockpiling and disposal of milled material, and any other incidental items.

## V. Linear Grading Class 2 for Shoulders - SW

**1.0 Description.** Linear Grading Class 2 for Shoulders shall consist of preparing the shoulder subgrade by excavating, compacting, fine-grading, and shaping existing shoulder and ditch foreslope, conforming to the typical section shown on the plans. It may also be necessary to excavate and haul material approximately 200 feet to bring the roadway to the desired grade and may involve work on high banks, side hills, and rock outcroppings. It shall be the contractor's sole responsibility to determine the effort and material required to accomplish the work. Linear Grading Class 2 shall also be in accordance with the applicable portions of Section 207 and specifically as follows.

## 2.0 Construction Requirements.

**2.1** This work shall include all grading work necessary to construct a new Modified A3 shoulder and finish the foreslopes along the existing edge of pavement with suitable material as shown in the plans. Construction requirements shall also be in accordance with Section 207.2. The contractor shall perform substantial mechanical compactive effort for the subgrade compaction as approved by the engineer. Subgrade preparation and compaction shall also be in accordance with Sections 209 and 210.

**2.2** All ditches shall maintain existing ditch line unless otherwise approved by the engineer. All ditches shall utilize existing drainage structures. Slopes can be steepened if necessary to utilize existing drainage structures as approved by the engineer.

**2.3** The contractor shall furnish, install, maintain, and remove any temporary pollution, erosion and sediment control measures required based on construction operations in accordance with Section 806 or as directed by the engineer.

**2.4** Bringing the subgrade for shoulders to proper grade and section shall be accomplished by grading and compacting the existing shoulder material in order to construct a Modified A3 shoulder to the width as shown in the typical sections. In areas where the shoulder width on the typical sections cannot be built, the contractor shall construct as much shoulder width as field conditions will allow with a 1-foot minimum shoulder width. If it is not possible to construct a shoulder of at least a minimum 1-foot width in an area, the contractor shall notify the engineer. The engineer shall make a decision whether to direct the contractor to build a less than one foot shoulder or eliminate the shoulder entirely in this area.

**2.5** Excess excavation should be wasted within the limits of the right of way as approved by the engineer.

**3.0 Method of Measurement.** Final measurement will not be made except where appreciable errors are found in the contract quantity.

**3.1** Where required, measurement will be made to the nearest 10 feet, separately for the length of shoulder along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest 100 feet for the sum of all segments.

**3.2** If material is encountered that may be classified as other than Class A Excavation as described in Sec 203.2.1, the limits of linear grading will not be underrun. Material classified as other than Class A Excavation will be measured and paid for per cubic yard in accordance with Sec 203.8. Where undergrading is necessary, backfilling of the undergraded area will be considered as part of the Modified Linear Grading, Class 2 operation.

**4.0 Basis of Payment.** Payment for Linear Grading Class 2 for Shoulders as described in this provision will be made at the contract unit price for pay item 212-99.00 MISC. LINEAR GRADING CLASS 2 FOR SHOULDERS and will be considered as full compensation for labor, equipment, material, or other construction involved to complete the described work. No direct payment will be made for preparing or compacting the subgrade as required.

## W. <u>Shoulder Grading</u> NJSP-15-27A

**1.0 Description.** This work shall consist of excavating and grading the existing shoulder to facilitate placement of shoulder pavement, as well as backfilling the shoulder and shaping the fore slope following placement of the shoulder pavement.

**2.0 Construction Requirements.** The shoulder shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade and fore slope. Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the engineer.

**2.1** Following placement of the shoulder pavement, the shaping of the fore slope shall be done to backfill the shoulder edge as shown on the typical section.

**2.2** It may be necessary to go outside the limits of the right of way to obtain additional material or to dispose of excess material. All costs for providing additional material or disposing of excess material shall be included in SHOULDER GRADING.

**2.3** Included in this work is any pavement edge treatment that might be necessary in order to stay in compliance with the Standard Plans. The need for edge treatment is determined by the contractor's method of operations.

**3.0 Method of Measurement.** Final measurement will not be made except where appreciable errors are found in the contract quantity.

**3.1** Where required, measurement will be made to the nearest 10 feet, separately for the length of shoulder along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest 100 feet for the sum of all segments.

**4.0 Basis of Payment.** Payment for SHOULDER GRADING as described in this provision will be made at the contract unit price for pay item 212-99.00 MISC. SHOULDER GRADING.

## X. <u>Prime Contractor Requirements</u> JSP-16-09

**1.0** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this project. Instead, for the purposes of constructing this project only, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.