

Job No.: J2P3357
Route: Route 79
County: Marion

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	HNTB Corporation 211 N Broadway, Ste. 2975 St. Louis, MO 63102 Certificate of Authority: 001270 Consultant Phone: (314) 241-2808
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J2P3357 MARION COUNTY, MO DATE PREPARED: 06/30/2023
	ADDENDUM DATE:

Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: ALL

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02J

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 www.modot.org under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 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. Contract Liquidated Damages 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 (J2P3347) 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.

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Notice to Proceed: November 6, 2023
Completion Date: October 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
J2P3357	N/A	\$2,300

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 **\$2,000** 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. Work Zone Traffic Management

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

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

- Memorial Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day

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

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 Maintain traffic on Warren Barrett Drive at all times except for brief intervals of time required for bridge work. The contractor will be allowed to temporarily close Warren Barrett Drive for demolition of the existing bridge, placing girders, pouring the deck, and other work tasks that will prohibit the safe movement of traffic under the structure. The duration of Warren Barrett Drive closures will be the subject to the approval of the Engineer.

4.3 Maintain customer access to the commercial business front currently known as Jack's Harbor Marine located on the northwest corner of Church Street and Route 79. Stage sidewalk construction so that a pedestrian path to the business can be provided at all times.

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. Temporary/Short Term Closure of Warren Barrett Drive

1.0 Description. Bridge demolition and beam setting activities will require a temporary/short term closure of Warren Barrett Drive.

2.0 Measurement. The following Standard Bid Items are part for the Maintenance of Traffic activities associated with the Temporary/Short Term Closure of Warren Barrett Drive. These quantities have been included on the D2Bs Sheet.

<u>Quantity</u>	<u>Bid Item</u>	<u>Item Description</u>
2	616.10.98A	Changeable Message Sign w/o Comm. Interface, Contractor Furnished and Retained
10	616.10.30	Type III Moveable Barricade
2	616.10.05	R11-2 Road Closed
2	616.10.05	WO20-3 Road Closed XXX FT
2	616.10.05	WO20-3 Road Closed Ahead
2	616.10.05	R11-4 Road Closed to Thru Traffic
4	616.10.08	AWRS

3.0 Basis of Payment. No additional payment will be made to the Contractor for the temporary/short term closure of Warren Barrett. These quantities are included on the D2Bs Sheet.

E. Trail Closure

1.0 Description. A paved pedestrian trail is located near the south bridge abutment. The Trail will be closed to pedestrian traffic within the limits of the bridge construction.

2.0 Measurement. The following standard bid items are part for the Maintenance of Pedestrian Traffic activities associated with the closure of the Trail within the limits of the bridge construction. These quantities have been included on the D2Bs Sheet

<u>Quantity</u>	<u>Bid Item</u>	<u>Item Description</u>
4	616.99.02	Detectable Pedestrian Barricade
4	616.10.05	R9-9 Sidewalk Closed

3.0 Basis of Payment. No additional payment will be made to the Contractor for the Maintenance of Traffic activities associated with the closure of the Trail. These quantities are included on the D2Bs Sheet

F. Liquidated Damages / Liquidated Savings Specified – Route 79 Closure

1.0 Description. The contractor will be allowed to close Route 79 for 180 calendar days to remove existing Bridge A1044 and construct new Bridge A9126. If construction of Bridge A9126 is not complete and Route 79 reopened to traffic within 180 calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. For Bridge A9126 to be considered complete and Route 79 reopened the following work items shall be completed: all permanent pavement, curbs, permanent signing, striping, and lighting.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$15,000 per day for each full day that all Bridge A9126 is not complete, and Route 79 remains closed to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the removal of Bridge A1044 and construction of Bridge A9126 in less than 10 calendar days. To qualify for this incentive payment, Bridge A9126 (including all permanent pavement, curbs, permanent signing, striping, and lighting) must be completed and Route 79 reopened to traffic. An incentive payment of \$15,000 will be paid per day for each full day that the work described above is completed prior to 180 calendar days. The maximum amount paid as liquidated savings will not exceed \$375,000 (25 calendar days) for Job No. J2P3357.

3.1 In the event of an excusable delay, including differing site conditions, an extension of the contract completion time will not extend the time specified for determining any liquidated savings or incentive, except that, in its discretion, the Commission may extend the time specified should the delay be directly caused by the Commission. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

G. Possible Staging Area – City of Hannibal

1.0 Description. The City of Hannibal owns the parking lot adjacent to the project site at 392 South Third Street. The contractor may contact the city official below to seek permission to use the parking lot for the staging of materials and equipment during construction. Approval to use the parking lot will be at the sole discretion of the City of Hannibal.

Andy Dorian, Director of Central Services
City of Hannibal
adorian@hannibal-mo.gov
(573) 221-0154

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

H. Emergency Provisions and Incident Management

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

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

Missouri Highway Patrol: (660) 385-2132
Hannibal Fire Department Station 1: (573) 221-4340
Hannibal Police Department: (573) 221-0987
Marion County Sheriff: (573) 221-0678
Marion County Emergency Management Director, John Hark: (573) 231-2650
Ralls County Sheriff: (573) 985-5611

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

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

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

I. Project Contact for Contractor/Bidder Questions

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

Christopher Knapp, PE, Project Contact
MoDOT, Northeast District
P.O. Box 1067
Hannibal, MO 63401

Telephone Number: (573) 248-2586
Email: Christopher.Knapp@modot.mo.gov

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

J. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Chris Halley 507 E Main St. Union, MO 63084 Phone: (636) 949-1313 Phone: (314) 402-5829 - cell Email: ch7954@att.com	Yes Section 2.1	Communications
Charter Communications-Spectrum Terrell Bradshaw 101 Northwest Plaza St Ann Mo. 63074 Phone: (314) 610-7798 Email: terrell.bradshaw@charter.com	Yes Section 2.2	Communications
Chariton Valley Communications Kevin Jennings PO Box 67, 1231 E. Briggs Drive Macon, MO 63552 Phone: (660) 395-9642 Email: kjennings@charitonvalley.com	None Section 2.3	Communications

<p>Hannibal Board of Public Works 3 Industrial Loop Drive – PO Box 1589 Hannibal, MO 63401-1589 Phone: (573) 221-0955</p> <p>Mathew Munzlinger Director of Operations Phone: (573) 221-8050 Email: mmunzlinger@hannibalbpw.org</p> <p>Jared Stewart Electric Line Supervisor Phone: (573) 406-2673 Email: jstewart@hannibalbpw.org</p> <p>Gene Majors Water Distribution Supervisor Phone: (573) 406-4499 Email: gmajors@hannibalbpw.org</p> <p>Alex Dunker Utility Planning and Construction Engineer Phone: (573) 221-8050 x 6027 Email: adunker@hannibalbpw.org</p>	<p>Yes Section 2.4</p>	<p>Water Power Street Lighting Communications Sanitary Sewer Storm Sewer</p>
<p>Liberty Utilities Dane Foster #2 Industrial Loop Hannibal, MO 63401 Phone: (855) 872-3242 Email: dane.foster@libertyutilities.com</p>	<p>Yes Section 2.5</p>	<p>Gas</p>

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

2.0 Project Specific Provisions:

2.1 AT&T - Distribution – has overhead communication lines consisting of a 600 pair copper line and a 144-count fiber line, located along the west utility corridor from the north project limits to approximately station 29+50. Prior to the notice to proceed, overhead lines are anticipated to be removed and relocated outside the project limits from the north project limits to station 26+50, just south of Warren Barret Drive. Proposed underground facilities enter the west utility corridor from Warren Barret Drive and continue south to an existing pole near station 26+50.

Lines continue south overhead across the Norfolk Southern Railroad and Bear Creek to a new pole at station 29+30 shifted to the right of way line. Lines continue underground in west utility corridor from the new pole to the south, crossing to the east utility corridor at approximately station 30+25. Buried lines continue to south project limits. Contractors shall contact Chris Halley, Engineer with AT&T, with any questions regarding AT&T facilities on the project.

2.2 Charter Communications-Spectrum - has an overhead communication line located along the south side of Warren Barrett crossing under the existing bridge and an overhead service line to the Admiral Coontz Armory building. The section of line crossing under the existing bridge is anticipated to be removed and relocated prior to the contractor notice to proceed. Contractors shall contact Terrell Bradshaw, with Charter-Spectrum, with any questions regarding Charter facilities on the project.

2.3 Chariton Valley Communications - has buried fiber optic facilities located along the west utility corridor from Warren Barrett Drive to the south project limits. A pull box located at station 31+98, 31' RT is not anticipated to be in conflict, but contractors shall use caution working around it. Pipe ID: E1 to E0 is proposed to cross the existing fiber line at approximate station 32+45, 28' RT. Contractors shall use caution when installing this pipe run near this line and provide a two-week notice to Chariton Valley prior to this work. Buried fiber is located near the drainage structure work (MH-B2 and CI-B3) near station 27+71, 22' RT to 27+89, 22' RT. Buried line is anticipated to have sufficient depth at this location and not be in conflict. Contractors shall contact Kevin Jennings with Chariton Valley, prior to any work to ensure contractor operations will not affect their facilities.

2.4 Hannibal Board of Public Works (HBPW) - has water, electric, street lighting, sanitary sewer and storm sewer facilities located throughout the project limits. Details for specific facilities are listed below. Contractors shall contact Matt Munzlinger, with HBPW, with any questions regarding HBPW facilities on the project.

2.4.1 HBPW – Water

A 12-inch water main parallel to Lyon St crossing under Route 79 is anticipated to conflict with retaining wall construction. HBPW plans to take the line out of service temporarily while the retaining wall foundation work is planned. Contractor shall provide a 2-week notice prior to work at this location to allow for the line to be shut off. HBPW will plan to install a new casing and 12-inch water main under the proposed retaining wall section once the retaining wall shafts/piles are constructed. The contractor shall allow for HBPW to make these adjustments as necessary in coordination with their work. It is anticipated this would take approximately 1 week to coordinate and complete the casing installation.

A 6-inch water main on east side of Route 79 from Warren Barrett (approx. station 24+80) to the south near the Norfolk Southern railroad tracks (approx. station 27+40) is anticipated to conflict with Bent 4 and 5 substructure work. HBPW plans to install a new 12-inch line in the east utility corridor near the RW line for this relocation. Two service lines to Armory Building and one to a fire hydrant will require re-connection work to the new main. Relocation work is anticipated to be complete by the notice to proceed.

There is a north/south running water main in the east utility corridor of Route 79 from Warren Barrett to the north project limits. This main will be capped and abandoned from the fire hydrant on the Jaycees property (station 23+15) to the north. Water main to continue to service fire hydrant and Jaycees building in its existing location continuing south to Warren Barrett.

Contractor shall verify facilities are abandoned with HBPW prior to removal or working near them.

The water line running north/south directly under the existing bridge is abandoned from the existing north abutment to Warren Barrett Drive. Contractor shall verify facilities are abandoned with HBPW prior to removal or working near them.

There is a water main running east/west under Warren Barret Drive. There are no anticipated conflicts with this line.

There is a water main running east/west under the pedestrian trail near station 30+00. There are no anticipated conflicts with this line.

There is a water service line crossing Route 79 at station 32+75. There is proposed pipe replacement work near the service line at approximate station 32+68, 60' RT. Contractor shall work with HBPW on any adjustment required to install the pipe run at this location.

2.4.2 HBPW – Electric

There are three sets of existing sub-transmission/distribution overhead electric lines crossing Route 79 at the following locations: north side of Lyon St., north side of Warren Barrett and south side of Warren Barrett. HBPW to make provisions to have lines deenergized and ground as necessary to complete the bridge work. Contractor shall provide a 2-week notice to MoDOT and HBPW prior to the need for the lines to be removed to complete the work.

HBPW has existing overhead electric lines along the west utility corridor from Warren Barrett Drive to Station 29+30. HBPW will work with the contractor to make the work area safe and to make sure the electric lines are out of the way in these limits. The electric line across the Norfolk Southern Railroad and Bear Creek is currently abandoned and is anticipated to be removed along with the existing pole on the south side of Bear Creek by the notice to proceed.

Overhead Electric service line crossing under the Route 79 bridge to the Jaycee's building will be temporarily relocated with a new service line coming from pole 11748 (southwest of Jaycee's stage). This work is anticipated to be complete by the notice to proceed.

2.4.3 HBPW – Street Lighting

There are existing streetlights and wiring on the bridge structure continuing underground to the existing controller in the SE quadrant of the project. Proposed plans provide for new street lighting for the project. HBPW to provide the electrical service and assist with the power drop near the existing controller. Contractor shall provide a two-week notice prior to requiring electrical service.

HBPW will remove and salvage the existing lights and controller. HBPW crews to complete this work the first day the viaduct is closed by the contractor. Remaining lighting equipment, conduits, and wires required to be removed will be incidental to Removal of Improvements – Item No. 202-20.10 and Removal of Bridges – Item No. 216-05.00. Contractor shall provide a two-week notice to HBPW prior to bridge closure and shall allow for the coordination and time to remove existing HBPW equipment from the bridge structure prior to demolition.

2.4.4 HBPW – Storm Sewer

Proposed adjustments and storm sewer work is included in the contract work. HBPW to assist in any information requests or assistance with contractor questions concerning the existing storm sewers during construction.

2.4.5 HBPW – Sanitary Sewer

There is an existing 24-inch sanitary sewer main under the shoulder pavement running west to east on the south side of Warren Barret Drive. There is an 8-inch sanitary sewer line under Lyon St. from Route 79 to the east. There is an existing west to east running sanitary sewer line under the pedestrian trail near station 30+25. No anticipated conflicts with these lines.

2.5 Liberty Utilities - has gas facilities located within the project limits. Details for each specific location listed below. Contractors shall contact Dane Foster, with Liberty Utilities, with any questions regarding Liberty Utilities facilities on the project.

A 4-inch PE gas line runs parallel to Lyon St. on the north side, crossing under the existing viaduct bridge. This line is anticipated to conflict with proposed retaining wall foundation work. Liberty plans to remove service to the 4-inch PE gas line prior to retaining wall work. A supplemental gas main has been installed outside the project limits (crossing Route 79 at North St.) that will allow for the main at Lyons to be removed from service during construction. Contractors shall provide a written 2-week notice prior to retaining wall work to allow for this line to be disconnected from service.

A 2-inch gas line runs parallel to Warren Barrett on the south side, crossing under the existing viaduct bridge. Another 2-inch gas line runs along the east utility corridor from Warren Barrett to the south near the Norfolk Southern Railroad. There are two existing service lines from this line to the west to the Admiral Coontz Armory building. Liberty installed a new service line from Warren Barrett to the Admiral Coontz Armory building on private property just west of the public right of way. This will allow for all gas lines on public right of way from Warren Barrett to the Norfolk Southern Railroad to be disconnected from service and abandoned in place. Contractors shall verify that any lines in conflict have been disconnected from service by contacting Liberty Utilities.

K. Contractor Quality Control 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 (www.modot.org/quality).

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.

L. Removal and Delivery of Existing Signs

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

2.0 Disassembly and Delivery. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the contractor and delivered to the address below. The contractor shall call the phone number listed below 48 hours prior to delivery and make arrangements for delivery during normal business hours.

Commission's Hannibal Maintenance Lot
1711D Highway 61 South
Hannibal, MO 63401
Maintenance Supervisor, Keith Long: (573) 406-7290

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

3.0 Basis of Payment. All costs associated with removing, disassembling, storing, and transporting of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, "Removal of Improvements", per lump sum.

M. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

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

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

www.modot.org/business/contractor_resources/forms.htm

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

3.0 Coordination of Construction.

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

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

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

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

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

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

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

N. Detectable Pedestrian Channelizing Barricade

1.0 Description. This work shall consist of utilizing Detectable Pedestrian Channelizing Barricades as shown on the plans in accordance with the Manual for Uniform Traffic Control Devices. The pedestrian barricade is similar to the Type 2 Barricade indicated in Section 6F.63.

2.0 Basis of Payment. Payment for furnishing and installing the pedestrian barricades shall be completely covered by the contract unit price for Item No. 616-99.02, Detectable Pedestrian Barricade, per each.

O. Existing Storm System Investigation and Verification

1.0 Description. The drainage structures and pipes shown in the plans were designed based on the best information available at the time. Multiple attempts were made during the design phase to identify the existing size, material, and condition of the existing storm sewer pipe network within Lyon Street and near station 27+80. Questions remain in these areas and will require the contractor to investigate

1.1 Removal of the existing pipe within Lyon Street and the placement of Precast Manholes A1 and A2 will require the contractor to do some existing conditions exploration. The contractor shall identify existing pipe and storm sewer connection information prior to ordering materials. This will include size, material, flow lines of the existing pipe network.

1.2 The proposed Manhole B1 placement will require the contractor to investigate existing conditions to verify the connection can be made to the existing pipe as shown on the plans.

1.3 Pipe, materials and manhole structures related the storm sewer removal and or improvements at Lyon Street and near station 27+80 shall not be ordered prior to existing conditions verification. If existing conditions are not as shown on the plans the contractor shall notify the engineer.

2.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.

P. 3' x 3' Grate Inlet

1.0 Description. This specification covers the 3'x3' Grate Inlet.

2.0 Construction Requirements. The contractor shall be responsible for the materials and installation of the 3' x 3' Grate Inlet in the locations shown on the plans.

2.1 Materials and work associated with this specification shall be in accordance with Section 614.11 Curved Vane Grate and Frame, and 731.00 Precast Manhole Base (60" round). Grate must be traffic rated and bicycle safe.

2.2 Grate is to be constructed of cast gray iron and meet requirements of AASHTO M 306.

3.0 Basis of Measurement. Measurement for 3' x 3' Grate Inlet will be per EACH and will include all necessary associated with this structure including a 60" round base, top, frame and curved vane grate, and other necessary assemblies such as adapter rings, joints, connectors, grade adjustment rings, waterproofing required to adhere to MoDOT standard construction specifications. In addition, all labor and material necessary for installation and connection to existing storm sewer systems will be included.

3.1 3'x3' Grate Inlet includes 3'x3' curved vane grate and frame, cover and precast manhole base (60" round).

4.0 Basis of Payment. Payment for work associated with these drainage structures will include the entire cost for all assemblies necessary to furnish and install the entire structure, including all materials, equipment, labor, and work will be made under the bid items for MODOT drainage structures included in the contract.

The accepted quantity for drainage structures will be paid for at the contract unit price for:

<u>Item Number</u>	<u>Type</u>	<u>Description</u>
731-99.02	Each	3' x 3' Grate Inlet

Q. Damage to Existing Pavement, Shoulders, Sideroads, Entrances, and Sidewalks

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads, entrances, and sidewalks caused by contractor operations and not indicated by the contract documents to be replaced or repaired. 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. The Horizon Rentals parking lot south of Lyon Street and the pedestrian trail along the south bridge abutment have been identified as areas susceptible to damages due to construction activities.

2.0 Construction Requirements. Contractor and engineer in the field shall document existing conditions prior to beginning construction activities. Any cracking, gouging, or other damage to the existing pavement, shoulders, sideroads, entrances or sidewalks 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, sideroads, entrances, and sidewalks shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement, shoulders, sideroads, entrances, and sidewalks as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs beyond what is indicated in the contract documents to existing pavement, shoulders, sideroads, entrances, and sidewalks damaged by contractor operations.

R. Restrictions for Migratory Birds NJSP-16-06A

1.0 Description. Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.

2.0 Restrictions. To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

3.0 Avoidance Measures. The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

3.1 Inactive or Partially Constructed Nests. If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

3.2 Water and Equipment Used for Hydro cleaning. Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.

3.2.1 Use of Water from Streams, Lakes or Ponds. Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

3.2.1.1 Equipment Washing. Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.

3.2.1.2 Equipment Treating or Drying. Equipment shall be treated or dried in one of the following manners.

3.2.1.2.1 Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

3.2.1.2.2 Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.

3.2.1.2.3 Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

3.2.2 Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

3.3 Active Nests. The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be

performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

4.0 Additional Responsibilities. If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

S. Temporary Stream Crossing or Work Pad

1.0 Description. This specification covers a temporary stream crossing or temporary work pad built to facilitate the movement of the contractor's equipment across a stream.

2.0 Construction Requirements. The contractor shall be responsible for the design, installation, maintenance, and removal of the temporary stream crossing or temporary work pad and any structures installed for the construction of the temporary stream crossing or temporary work pad. Appropriate measures shall be taken to maintain near normal downstream flows and minimize flooding upstream.

2.1 Rock furnished for the temporary stream crossing or temporary work pad shall be in accordance with Sec 303.2.

2.2 The temporary stream crossing or temporary work pad shall be constructed to permit the free movement of the stream's aquatic life.

2.3 Prior to the construction of the temporary stream crossing or temporary work pad, all information shall be submitted to the engineer as needed for the modification of the Corps of Engineer permit.

2.4 All approaches to the temporary stream crossing or temporary work pad shall be maintained such that all stormwater runoff is diverted to retention devices.

2.5 When the temporary stream crossing or temporary work pad is no longer needed, the crossing or pad shall be removed as soon as possible, and the area shall be restored to pre-project conditions or as approved by the engineer.

3.0 Basis of Payment. No direct pay will be made for any material or labor involved with the design, installation, maintenance, or removal of the temporary stream crossing or temporary work pad. The contractor shall be responsible for all costs, including damage and penalties.

T. Water Quality Control Measures in Consideration of Sensitive Species Downstream

1.0 Description. The Mississippi River is downstream of the project site and serves as habitat for sensitive species, some of which are federally listed. To avoid any negative impacts to these species, water quality shall be protected from construction activities.

1.1 Material and residue, except for the temporary work pad, shall not be allowed to enter the stream or floodplain. This shall include, but is not limited to, cement, concrete dust, paint,

beads, asphalt, and petroleum products. Vehicles or equipment around the stream shall be inspected prior to use daily for leaks or other potential water quality hazards.

1.2 Erosion and sediment controls must be utilized to ensure no runoff or material enters Bear Creek from any construction activity, except for the temporary work pad. BMP's to prevent runoff shall be used in all areas of the project.

2.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.

U. Clean Water Act Requirements

1.0 Description. The Contractor shall be aware that any work within streams, wetlands, or special aquatic sites requires a Section 404 permit from the Corps of Engineers.

2.0 The project meets the conditions of the following listed permits with no pre-construction notification to the Corps of Engineers:

Section 404 Nationwide Permit 14 (Linear Transportation Projects)

3.0 The Contractor shall abide by all general conditions of Section 404 and 401 Permits, and specific conditions of the following listed Nationwide Permit found in the General Provisions and Supplemental Specifications to the current Missouri Standard Specifications for Highway Construction referenced in this contract.

Section 404 Nationwide Permit 14 (Linear Transportation Projects)

3.1 If there are any changes to the scope or limits to the project, the Contractor must notify the Engineer who will then notify the MoDOT Environmental Section to verify that the project still meets permit conditions.

3.2 No additional time will be added to the contract for the contractor to obtain any permits.

4.0 Basis of Payment. There will be no direct payment for compliance with this provision.

V. Cave Discovery Requirements

1.0 Description: There are known records for caves near the project area. An unknown cave may be exposed during this project.

1.1 If a cave is exposed during construction, MoDOT Environmental staff will be contacted immediately to evaluate the cave and to work with proper federal and state authorities to determine its biological significance, and to report the discovery to the Missouri Speleological Society.

1.2 The contractor shall notify MoDOT Environmental Specialists Chris Shulse at (573) 526-6678 or Bree McMurray at (573) 526-0606 if a cave is exposed during construction.

2.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.

W. Tree Clearing Restriction

1.0 Description. The project is within the known range of the federally endangered Indiana bat and threatened northern long-eared bat. These bats are known to roost in trees with suitable habitat characteristics during summer months. Additionally, this project is near a bat hibernaculum.

1.1 To avoid negative impacts to roosting Indiana and northern long-eared bats, removal of all trees will only be allowed between November 1 and March 31.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

X. Type D Barrier Height Transition

1.0 Description. Transition from Type D Concrete Barrier to curb height as shown in the contract plans. Other standard specifications still apply as shown in the standard plans for Type D Concrete Barrier.

2.0 Basis of Payment. The accepted quantity of Type D Barrier Height Transitions will be paid for at the contract unit price for Item No. 617-99.02, "Concrete Barrier Height Transition" per each.

Y. Pedestrian Curb

1.0 Description. Provide a barrier curb beyond the bridge approach slab for installation of decorative pedestrian fence along the sidewalk. Concrete requirements and reinforcing steel details and layout shall be similar to pedestrian curb details provided in the bridge plans.

2.0 Basis of Payment. The accepted quantity of Pedestrian Curb beyond the bridge approach slabs will be paid for at the contract unit price for Item No. 609-99.03, "Pedestrian Curb" per linear foot. Decorative pedestrian fence quantity is included with bridge pay items.

Z. Black Finish Hand-Railing

1.0 Description. Sidewalk hand-railing south of the bridge shall include a black finish that matches the black finish of the decorative pedestrian fence on the bridge. Other standard specifications still apply as shown in the standard plans for pedestrian handrailing with balusters.

2.0 Basis of Payment. The accepted quantity of Black Finish Hand-Railing will be paid for at the contract unit price for Item No. 608-40.24, "Sidewalk Hand-Railing with Balusters."

AA. 10"H X 8"D X 12"L NEMA 4 Junction Box In Wing Wall

1.0 Description. Junction boxes shall be provided for electrical conduit on wing walls. Junction boxes are to be accepted on the basis of a manufacturer's certification and examination of dimensions and workmanship to determine conformance to Sec 1062.

2.0 Basis of Payment. Payment for junction boxes shall be made at the contract unit price for 901-99.02, 10"H X 8"D X 12"L NEMA 4 Junction Box In Wing Wall. Any necessary conduit and clamps shall be included in the price of the junction box.

BB. Top Mounted Luminaire

1.0 Description. This work shall consist of furnishing and installing LED-A top mounted luminaires as indicated in the plans.

2.0 Construction Requirements. Luminaires shall be vertical top mount type (pole top mount) with a slip-fitter that accommodates a standard 2-inch top mount. Available types are listed on the MoDOT approved products list and must meet all MoDOT Specifications. The contractor shall coordinate the pole top mount size with the luminaire mount to ensure compatibility. All luminaires for this project shall be low tilt. All necessary mounting brackets and hardware shall be included in the payment for the luminaire.

3.0 Basis of Payment. Payment for furnishing and installing top mounted luminaires shall include all materials, equipment, tools, labor, and work incidental thereto, and shall be considered completely covered by the contract unit price for Item 901-99.02, "Luminaire, LED-A Top Mount" per each.

CC. Top Mount Light Pole Type AT

1.0 Description. This work shall consist of furnishing and installing 30' top mount poles as indicated in the plans.

2.0 Construction Requirements. Top mount poles shall conform to the Type AT lighting poles and shall be fabricated with a circumferentially welded top mount and top plate to accept the top mounted luminaries. The top mount shall extend 4" above the top of the pole and meet AASHTO loading requirements for the luminaires selected by the contractor. The top mount shall be made of the same material as the pole shaft, be constructed as a one-piece pole and top mount unit by the manufacturer and have an outside diameter that accepts the appropriate luminaire slip fitter. Pole and top mount shall conform to all MoDOT Specification and material requirements.

3.0 Basis of Payment. Payment for furnishing and installing top mount poles shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be completely covered by the contract unit price for Item 901-99.02, "Lighting Pole, Type AT Top Mount", per each.

DD. Top Mount Light Pole Type B

1.0 Description. This work shall consist of furnishing and installing 30' top mount poles as indicated in the plans.

2.0 Construction Requirements. Top mount poles shall conform to the Type B lighting poles and shall be fabricated with a circumferentially welded top mount and top plate to accept the top mounted luminaires. The top mount shall extend 4" above the top of the pole and meet AASHTO loading requirements for the luminaires selected by the contractor. The top mount shall be made of the same material as the pole shaft, be constructed as a one-piece pole and top mount unit by the manufacturer and have an outside diameter that accepts the appropriate luminaire slip fitter. Pole and top mount shall conform to all MoDOT Specification and material requirements.

3.0 Basis of Payment. Payment for furnishing and installing top mount poles shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be completely covered by the contract unit price for Item 901-99.02, "Lighting Pole, Type B Top Mount", per each.

EE. Supplemental Revisions 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 pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to

compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

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

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

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

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

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

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:

Table 1 – GTR Material Properties		
Property	Test Method	Criteria
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	≤ 0.01%
Fiber Content	ASTM D5603	≤ 0.5%
Moisture Content	ASTM D1509	≤ 1.0%*
Mineral Filler	AASHTO M17	≤ 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 ± 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 ± 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_{sb} 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_{se} 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_{be} shall be calculated as follows:

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

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 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		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](#).

FF. Prime Contractor Requirements 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.

GG. MoDOT’s Construction Workforce Program NJSP-15-17A

1.0 Description.

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

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

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

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

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

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

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

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

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

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

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

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for

prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

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

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

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

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

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

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

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

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

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

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

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

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

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

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

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

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

10.0 Federal Workforce Goals.

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

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

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4

Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

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

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

As used in these specifications:

"Minority" includes;

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

Job No.: J2P3357
Route: Route 79
County: Marion