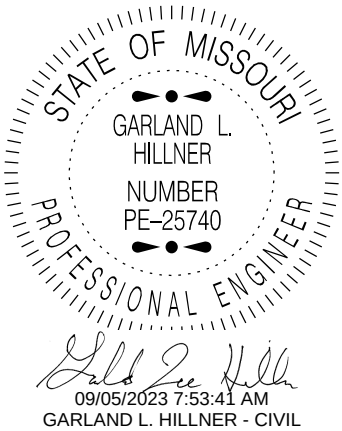
JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 W. CAPITOL AVE.

If a seal is present on this sheet, JSP's have been electronically sealed and dated.

JOB NUMBER: J6P3570
ST. LOUIS COUNTY, MO
ST. CHARLES COUNTY, MO
DATE PREPARED:
07/19/2023

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 (job numbers) shall be completed on or before the Contract Completion

date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: December 4th, 2023
Completion Date: September 30th, 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
J6P3570	N/A	$5,400

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 **$500** 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 Work Zone Specialist (WZS). The Traffic Management Plan shall name an individual, either employed by the contractor or hired by the contractor, to act as the Work Zone Specialist (WZS) throughout the entirety of the project. Any change in personnel for the WZS shall be submitted in written form to the engineer. This individual will be a trained Work Zone Specialist in accordance with Standard Specifications Section 616.3.3 and will be directly involved with daily traffic management and traffic management planning. It will be the responsibility of the WZS to coordinate daily traffic management with the engineer. The WZS shall maintain daily contact with the engineer either on-site or via telecommunication.

1.2 Maintaining Work Zones and Work Zone Reviews. The WZS shall maintain work zones on a daily basis to ensure safety to the traveling public and the workers; this includes long term work zones that have devices and/or roadway conditions that need to be maintained. If the engineer or a designated MoDOT employee (identified at the preconstruction meeting) notifies

the WZS of any safety or traffic delay concerns in the work zone, the WZS shall promptly inspect and work to provide a solution to correct the situation. The WZS shall have personnel reviewing traffic control devices daily and any temporary lane drop traffic control devices for initial set up and during the operation. Missing, damaged or over-turned traffic control devices shall typically be corrected without the need for direction by the engineer. The WZS is responsible to assure all traffic control devices are maintained in accordance with EPG standards. The WZS is responsible to ensure 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. The WZS and engineer shall submit one joint weekly technical review of work zone operations identifying any concerns present and the corrective actions taken. Reviews may be subjected to unannounced inspections by the engineer to corroborate the validity of the ratings. The engineer and WZS will be notified of the results.

1.3 Work Zone Conflict Resolution. Any conflict resolution shall be in accordance with Standard Specifications Section 616.4. 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 contractor shall request permission at least two working days prior to lane closures or shifting traffic onto detours, and 14 calendar days prior to the imposition of height, width or weight restrictions. This is to ensure closures do not conflict with other work within the zone of influence and the work zone information on the MoDOT's website can remain real-time.

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 **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above 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. The contractor may refer to the Work Zone Analysis Spreadsheet found in the electronic deliverables under the MoDOT Online Plans Room for detailed information on traffic delays.

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, roadbed or active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Any work requiring a reduction in the number of through lanes of traffic shall be completed during the following working hours: It shall be the responsibility of the engineer to determine weekend hours and if the work hours noted below may be modified.

Route 67 Northbound (Min. 1 Lane Open at all Times):
1 Lane Closed: 7:00 p.m. – 6:00 a.m. Monday through Friday

Route 67 Southbound (Min. 1 Lane Open at all Times):
1 Lane Closed: 7:00 p.m. - 6:00 a.m. Monday through Friday

Outer Roadway (Min. 1 Lane Open at all Times):
No restrictions

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

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

4.0 Detours and Lane Closures.

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

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

4.3 If any part of the shoulder is to be used as a driving surface due to a lane closure, the entire shoulder shall be cleared of debris as approved by the engineer prior to vehicles being placed on it.

4.4 The crossing minor road traffic and left or right turn mainline traffic at Highway 94/Richard Drive shall remain open at all times.

5.0 Impacts Due to Flooding. The contractor shall be aware of the following potential impacts due to flooding within the project limits.

5.1 The outer road below the Mississippi River bridge begins to flood within a foot of elevation 26.0 feet as measured on the USGS Melvin Price Gauge. This flooding is not part of the excusable delays noted in JSP N - *Potential Construction Delays Due to High Water*. The contractor shall implement traffic control operations to facilitate closure of the outer road. Contractor will be responsible for communications plan and possible detour as directed by the Engineer to facilitate access at Riverlands Way.

5.2 Ellis Lake, located on the north side of Route 67, begins to flood at elevation 27.5 feet as measured on the USGS Melvin Price Gauge. This elevation shall be the baseline for enhanced monitoring and preparation for suspension of contractor operations, relocation of construction equipment, and initiation of contractor coordination with MoDOT maintenance personnel to facilitate implementation of MoDOT maintenance of traffic plan per JSP N - *Potential Construction Delays Due to High Water*.

MoDOT maintenance personnel will be responsible for installation of emergency maintenance of traffic control devices within the project limits as per the previously mentioned plan.

5.3 The southbound lanes of Route 67 begin to flood near the elevation of 29.0 feet as measured on the USGS Melvin Price Gauge.

5.4 The contractor shall monitor the river stage forecasts, evaluate impacts to construction operations, identify impacts to lane restrictions, and coordinate with the engineer. In advance of a predicted flood event, additional scrutiny should surround initiation of construction staging operations that would prevent the option of head-to-head traffic along the existing northbound lanes. The contractor shall coordinate with the engineer prior to commencing construction stages that will restrict this traffic management operation.

6.0 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 Standard Specifications Section 616.

D. Emergency Provisions and Incident Management JSP-90-11A

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

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

Missouri Highway Patrol, Troop C:	(636) 300-2800
St. Louis County Police:	(314) 889-2341
Rivers Pointe Fire Protection District:	(636) 899-1122
Alton Memorial Hospital:	(618) 463-7311
Christian Hospital Northeast:	(314) 653-5000

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

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

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

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

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

Lee Hillner, Project Manager
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017-5712
Telephone Number: 314-453-1845
E-mail: garland.hillner@modot.mo.gov

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

F. Utilities JSP-93-26F

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

2.0 If utility facilities are discovered or appear to be in conflict, the contractor shall contact the MoDOT Area Utility Coordinator, Dave Brunjes at (314) 439-6297. The Engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

3.0 Basis of Payment: No direct payment shall be made for compliance with this provision unless specified elsewhere in the contract document.

G. Lump Sum Temporary Traffic Control JSP-22-01

1.0 Delete Sec 616.11 and insert the following:

616.11 Method of Measurement. Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

2.0 Delete Sec 616.12 and insert the following:

616.12 Basis of Payment. All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

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

b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.

c) Covering and uncovering existing signs and other traffic control devices.

d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

e) Worker apparel.

f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.

g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.

h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.

i) Provide and maintaining work zone lighting and work area lighting.

616.12.1 Lump Sum Temporary Traffic Control. Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

616.12.1.1 Partial payments. For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.

b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.

c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.

d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

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

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

H. 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.

I. Mill/Fill Requirements

1.0 Description. Any portion of the roadway that was milled as part of the paving operation shall be filled with the appropriate asphalt mix the same working day.

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

J. Asphalt Seal Emulsion – Tack for Mill/Fill Areas

1.0 Description. This work shall consist of placing a polymer modified asphalt emulsion intended to create a bond between mill and fill areas in accordance with Sec 409 except as modified herein.

2.0 Materials.

2.1 A rapid set CRS-2P asphalt emulsion in accordance with Sec 1015.20.5 shall be applied to the milled areas as designated on the plans.

3.0 Equipment.

3.1 Broom. The broom frame shall be constructed such that the broom is attached to the distributor truck. The broom must be equipped with the means to mechanically raise and lower the broom off and onto the road surface at designated points of completion and start up. The broom shall be in accordance with Standard Plans 413.20. Brooms shall be capable of adequately scrubbing the emulsion into the cracks and surfaces.

4.0 Construction Requirements.

4.1 Surface Preparation. The surface shall be thoroughly cleaned of all vegetation, loose material, dirt, mud and other objectionable material immediately prior to application of the emulsion.

4.2 Application. The seal emulsion shall be uniformly applied with a pressure distributor at the rate specified in the contract. The rate may be adjusted, as needed, to provide adequate and uniform coverage as designated by the engineer. The mixture shall be spread to fill cracks and minor surface irregularities and shall leave a uniform surface. This generally results in an excess emulsion of 6”-9” in front of broom.

4.3 Physical Characteristics for Emulsion.

Properties	Minimum	Maximum
Application rate of emulsion, gallons/sq. yard	0.18	0.30
Emulsion temperature at placement, F	110	160
Application rate of aggregate, lb./sy	5	12
Time of set prior to opening, hours		2

a Application rate may change or be made to manufacturer's recommendation, final decision will be made by the engineer.
b The final decision for opening will be made by the engineer.

4.4 Method of Placement. After proper surface preparation, a distributor truck shall place the emulsion at the prescribed rate. The distributor truck shall pull the broom assembly to sweep and spread the emulsion uniformly on the surface and into the cracks of the pavement.

4.5 Weather Limitations. The seal emulsion shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement on which the mixture is to be placed is below 70˚ F, unless approved by the Engineer. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20. **Accepted months of construction are between May 13 and September 30.**

4.6 Damaged or Marred Areas. Any traffic damaged or marred areas shall be repaired by the contractor at the contractor's expense.

5.0 Method of Measurement. Final measurement for seal emulsion (CRS-2P) will be in accordance with Sec 1015 and will be made to the nearest gallon for actual quantity used. Any revision or correction will be computed and added to or deducted from the contract quantity.

5.1 No price adjustments will be made to the seal emulsion for fluctuations in the asphalt cement price index.

6.0 Basis of Payment. The accepted quantity of seal emulsion (CRS-2P), complete in place, will be paid for at the contract unit price

Item No.	Type	Description
409-99.12	Gal.	Asphalt Seal Emulsion

K. Existing In-Pavement Permanent Count Station

1.0 Description. There is an existing In-Pavement Permanent Count Station for Travel Time and Count purposes on Route 67 at the following locations:

Southbound 67 - 0.75 miles north of Lindbergh Blvd. Interchange

1.1 MoDOT is currently using this count station and the mill/fill portion of this project could impact this count station. The contractor shall avoid impacting the count station on this project by adjusting the mill/fill locations as necessary.

1.2 In case the contractor damages the MoDOT count station, the contractor is responsible to repair the damaged components within 72 hours and shall verify it communicates with MoDOT systems.

1.3 Before construction begins, the contractor shall mark or paint the existing detectors with orange paint as to make sure the contractor does not mill or overlay the detectors during construction.

1.4 Four weeks prior to construction beginning, the contractor shall notify the following person of work activities that could affect the existing detectors.

Christpoher Evers
MoDOT Central Office - Field Acquisition Coordinator
Email: Christopher.Evers@modot.mo.gov
Telephone: 573-751-2784

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

L. Coordination with Outside Entities

1.0 Description. The contractor shall keep the following entities informed of ongoing work and minimize the impact to their operations.

2.0 Coordination. The Contractor shall coordinate with the following individuals:

US Army Corps of Engineers
Kevin A. Clark
Email: Kevin.A.Clark@usace.army.mil

Justin E. Elmore
Email: Justin.E.Elmore2@usace.army.mil

3.0 Basis of Payment. No direct payment will be made to the contractor for meeting the requirements set in this provision.

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

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

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

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

a) Full Matrix - Each CMS shall be the Full Matrix type with the capability of providing one, two, and three lines of individual changeable characters with minimum heights of 52 (1300), 28 (700), and 18 (450) inches (mm), respectively. Full Matrix signs shall be capable of both static and dynamic graphics, and full display sized messages.

b) Character Matrix (Three Line) – Each CMS shall consist of a minimum of three lines containing eight individual changeable characters per line. Each character shall be a minimum of 12 inches wide and 18 inches (450 mm) high.

c) Sign firmware shall comply with the current FHWA and DOT (Department of Transportation) NTCIP standards and support all NTCIP mandatory objects.

d) Physical access to the onboard computer shall be protected by a padlock or other locking handle mechanism. Electronic access to the onboard computer shall be protected by a username and password.

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

a) The overall sign dimensions shall not be less than 72 inches (1800 mm) high x 126 inches (3150 mm) wide.

b) The CMS shall be legible up to a distance of 650 feet (200 m) for both day and night operations and shall be visible for ½-mile (800 m) with 18 inch (450 mm) characters.

c) When fully raised in the display position, the bottom of the CMS board shall be at least a height of 7 feet (2100 mm) from the ground and shall be able to rotate a complete 360 degrees atop the lift mechanism. A sight tube, used to aim the CMS board to oncoming traffic, shall be installed on the CMS board or mast. The CMS shall have an electrical hydraulic lifting mechanism that includes a manual lifting and lowering relief mechanism as a backup. It also must be able to be locked into various viewing angles as determined best for the motorists by the CMS operator.

d) All LED displays and control circuitry shall be operational from -20 F (-29 C) to 120 F (50 C). The LED's shall have a rated life of 100,000 hours. The LED's shall be ITE amber in color on a flat black background.

e) The CMS face shall be constructed that if an individual panel or pixel fails the rest of the face shall continue to display the message.

f) The unit shall be able to withstand a 65-mph (105-kmph) maximum road wind speed. The trailer shall be able to support the fully extended CMS board in an 80-mph (130-kmph) wind load.

g) Solar charging system shall allow for total autonomy of 24/7/365 continuous operation.

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

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

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

4.0 Basis of Payment. All expenses incurred by the contractor in integrating, maintaining, relocating, operating, and protecting the changeable message signs as outlined above shall be paid for at the contract unit price for Item 616-99.02 Changeable Message Sign, Contractor Furnished and Retained, per Each.

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

Item Number	Unit	Description
616-99.02	EACH	NTCIP Compliant Changeable Message Sign (Contractor Furnished and Retained)

N. Potential Construction Delays Due to High Waters

1.0 The project completion date will be extended one day for each day the Contractor is unable to progress critical path items of the work when the Mississippi River stage as measured on the USGS Melvin Price Gauge is at or above Elevation 29.0 feet or for any delays that critical path items of the work cannot be performed due to navigation closure of the river by the U.S. Coast Guard. These river delays will noncompensable. The Contractor's CPM schedule, current at the time of the high water event will be used for the purpose of identifying critical path activities.

O. Balanced Mix Design Performance Testing for Job Mix Approval NJSP-21-08A

1.0 Description. This work shall consist of providing asphalt mixture in accordance with Sec 403 that meet the minimum Balanced Mix Design (BMD) performance requirements of cracking and rutting resistance. The BMD performance requirements will be applied to SuperPave mainline wearing surface mixtures only. Bituminous binder and base, level course, shoulder, and pavement repair mixtures are excluded from the BMD requirements.

2.0 Performance Testing. Acceptable test results meeting the performance requirements for both Cracking Tolerance Index (CT_{Index}) and Hamburg Wheel Track (HWT) shall be submitted with the mix design for approval. No incentive/disincentive payment will be imposed during production. The performance requirements for each mix type are detailed in the table below:

Performance Criteria / Mix Type	Cracking Tolerance Index (CT_{Index})	Hamburg Wheel Track (HWT)
Non SMA Mixtures	45 minimum	12.5 mm maximum rut depth @ designated wheel passes in Section 8
SMA Mixtures	135 minimum	12.5 mm maximum rut depth @ designated wheel passes in Section 8

Quality Control (QC) and Quality Assurance (QA) sampling and testing shall be conducted and reported. The results will be used for informational purposes only.

The contractor shall conduct Quality Control (QC) testing for the CT_{Index} and HWT at a frequency of 1/10,000 tons for the mainline pavement. The random testing location will be determined by the engineer. The engineer will conduct performance testing at a frequency of 1/20,000 tons for Quality Assurance (QA).

Gyratory compacted samples for the Asphalt Material Performance Tester (AMPT) shall be fabricated at a minimum of once per project or as directed by the engineer.

3.0 Design Gyrations. The number (N) of gyrations required for gyratory compaction shall be in accordance with Sec 403.4.5. For Non-SMA mixtures, at the option of the contractor the number of gyrations and air voids may be lowered. Mixtures having lowered gyrations shall have a minimum volume of effective asphalt, equal to the VMA minus the air voids, as shown in the chart below, with design air voids between 3.0% to 4.0%. The minimum VMA shall be the design air voids plus the volume of effective asphalt.

Mixture	Volume of Effective Asphalt (percent)
SP125	11.0
SP095	12.0
SP048	13.0

The minimum gyration level shall be in accordance with the following:

Design	N_{design}
F	35
E	50
C	60
B	65

4.0 VFA Requirements. Section 403.4.6.3 Voids Filled with Asphalt shall be omitted provided that the HWT requirements described above are satisfied and the CT_{Index} is 45 or greater.

5.0 Sec 403 Revisions.

Delete Section 403.5.2 and replace with the following…

403.5.2 Density. The final, in-place density of the mixture shall be between 92.0 and 97.5 percent of the theoretical maximum specific gravity for all mixtures except SMA. SMA mixtures shall have a minimum density of 94.0 percent of the theoretical maximum specific gravity. The theoretical maximum specific gravity shall be determined from a sample representing the material being tested. Tests shall be taken not later than the day following placement of the mixture. The engineer will randomly determine test locations.

Delete Section 403.23.7.3 and replace with the following…

403.23.7.3 Removal of Material. All lots of material with a PFT less than 50.0 shall be removed and replaced with acceptable material by the contractor. Any sublot of material with a percent of theoretical maximum density of less than 90.0 percent or greater than 98.0 percent shall be removed and replaced with acceptable material by the contractor. For SMA mixtures, any sublot of material with a percent of theoretical maximum density of less than 92.0 percent shall be removed and replaced with acceptable material by the contractor**.** Any sublot of material with air voids in the compacted specimens less than 2.0 percent shall be evaluated with Hamburg testing and removed and replaced with acceptable material by the contractor if the rut depth is greater than 14.0 mm at the designated number of wheel passes above. No additional payment will be made for such removal and replacement. The replaced material will be tested at the frequencies listed in Sec 403.19. Pay for the material will be determined in accordance with the applicable portions of Sec 403.23 based on the replacement material.

Delete Section 403.23.7.4.1 and replace with the following…

403.23.7.4.1 Small Quantities. Small quantities are defined in Sec 403.19.3.2.1. Unless the contractor has elected to use the normal evaluation in the Bituminous QC Plan for small quantities, the following shall apply for each separate mixture qualifying as a small quantity

a. QLA and PWL will not be required.

b. Mixtures shall be within the specified limits for VMA, V_a, AC and density. In addition to any adjustments in pay due to profile, the contract unit price for the mixture represented by each set of cores will be adjusted based on actual field density above or below the specified density using the following schedule:

Field Density (Percent of Laboratory Max. Theoretical Density)			Pay Factor (Percent of Contract Unit Price)
For all SP mixtures other than SMA:			
		92.0 to 97.5 inclusive	100
97.6 to 98.0	or	91.5 to 91.9 inclusive	90
	or	91.0 to 91.4 inclusive	85
	or	90.5 to 90.9 inclusive	80
	or	90.0 to 90.4 inclusive	75
Above 98.0	or	Below 90.0	Remove and Replace
For SMA mixtures:			
		>94.0	100
		93.5 to 93.9 inclusive	90
		93.0 to 93.4 inclusive	85
		92.5 to 92.9 inclusive	80
		92.0 to 92.4 inclusive	75
		Below 92.0	Remove and Replace

6.0 Mix Sampling and Preparation. Laboratory mixed samples for mix design submittal shall be short term conditioned in accordance with AASHTO R30 prior to conducting performance testing. Loose mix samples shall be taken from the plant in accordance with AASHTO R 97 and split to the appropriate size in accordance with AASHTO R 47. No conditioning is required on plant mixed samples. Samples shall then be heated to the compaction temperature +/- 3° C prior to compacting necessary samples for QA/QC testing. QA personnel shall be present during the sampling, splitting, and molding process. QC shall fabricate all test specimens. QA will randomly select the specimens to submit to the MoDOT Central Laboratory for performance testing. The following table details the minimum number of specimens required when sampled:

Performance Test	QC Frequency	QA Frequency	Minimum Number of Specimens per Set	Molded Specimen Height (mm)
Cracking Tolerance Index (CT_{Index})	1/10,000 tons	1/20,000 tons	3	62
Hamburg Wheel Track (HWT)	1/10,000 tons	1/20,000 tons	4	62
AMPT Samples	N/A	1/Project	5	180

AMPT samples for BMD research shall be fabricated in accordance with AASHTO PP 99-19, carefully following the exceptions noted herein:

1) Pour the mixture into the center of the mold to minimize air void variation between samples. Pouring material down the sides of the mold will result in lower air voids on that side of the mold.
2) Charge the mold in two equal lifts. After each lift, use the spatula to scrape the walls of the mold, inserting the spatula 8-10 times around the circumference of the mold. Insert the spatula into the center of the mixture 10-12 times in an evenly distributed pattern. Insert the spatula as far as possible into the mixture without damaging aggregates.

6.1 Molding Samples. The specimens shall be compacted to an air void content of 7.0 +/- 0.5% or 6.0 ± 0.5% for SMA mixtures. The gyratory specimen weight for each performance test shall be submitted with the mix design. The compacted test specimens shall be allowed to cool to 25 +/- 3° C prior to determining the air void content.

6.2 Determining Air Voids. The bulk specific gravity of the test specimen will be determined in accordance with AASHTO T166. Specimens shall be air dried for 24 +/- 3 hours before preconditioning the test specimens for CT_{Index} testing. Test specimens shall be preconditioned as specified in the test methods. If a water bath is utilized, it is critical that samples are kept dry.

6.3 Records. Compaction temperature, times in and out of the oven, gyratory specimen weight, and sample identification shall be recorded. The samples shall be shipped in the appropriate containers and submitted to the MoDOT Central Laboratory for performance testing.

7.0 Cracking Tolerance Index (CT_{Index}) Testing. The CT_{Index} testing shall be completed in accordance with ASTM D8225 and at a test temperature of 25 C +/- 1° C.

8.0 Hamburg Wheel Track (HWT). HWT testing will be completed in accordance with AASHTO T324 at test temperature of 50 C and 62 mm specimen height. The following table details the minimum number of wheel passes required.

PG Grade High Temperature *	Minimum Wheel Passes	Maximum Rut Depth (mm)
58S-xx	5,000	12.5
64S-22	7,500	12.5
64H-22	15,000	12.5
64V-22	20,000	12.5

*Determined by the binder grade specified in the contract.

9.0 Basis of Pavement. Payment for compliance with this provision will be made at the contract unit price for the following pay item:

Pay Item Number	Unit	Pay Item Description
403-1057	LS	Asphalt Performance Testing Reporting

P. Special Consideration of Change Orders and Value Engineering JSP-21-07

1.0 Description. Increased Federal Share has been approved by the FHWA for an innovative technology or practice. The Commission will receive an additional five percent Federal Share of the overall contract value due to innovations within the following pay item(s).

Pay Item Number	Pay Item Description	Innovation
403-1057	Asphalt Performance Testing Reporting, Lump Sum	Balanced Mix Design – Cracking and Rutting Resistance

Due to the increased Federal Share, the project components related to the innovation(s) described above must be constructed with the materials, quantities, methods and innovations as shown on the project plans and specifications. If the contractor requests materials, quantities, methods or innovations other than those included in the plans and specifications, the request must be reviewed and approved by the Commission and FHWA. Approved changes to the innovation items above shall be at no additional cost to the Commission and shall not increase the contract time.

2.0 Special Consideration of Change Orders and Value Engineering Change Proposals (VECP). Change ordering and/or value engineering the pay item(s) listed in section 1.0 jeopardize the ability for the Commission to receive an additional Federal Share for the overall contract value. Special consideration should be given to the change order value for removing or modifying such item(s) from the contract ensuring the benefit outweighs the cost.

3.0 Contacting Financial Services. If it is determined that the proposed change order and/or VECP outweighs the additional overall five percent Federal Share value, the Engineer shall notify the MoDOT project manager.

Q. Thermoplastic Pavement Markings

1.0 Description. This work shall consist of installing a minimum of 1.5 inch black outside contrast border surrounding any pavement marking arrow installed on existing or proposed concrete pavement.

2.0 Basis of Payment. Payment for installing the 1.5 inch black outside contrast border shall be included in the cost of the pavement marking arrow included in the plans.

R. Lane Reduction Arrows

1.0 Description. This work shall consist of installing special pavement markings as shown in the plans.

2.0 Lane reduction arrows shown in the plans shall be in accordance with MUTCD 2009 Edition Figure 3B-24F and shall be preformed thermoplastic pavement marking in accordance with Section 620 of the Standard Specifications. The lane reduction arrows installed on concrete pavement shall have a minimum of 1.5 inch black outside contrast border surrounding the lane

reduction arrow. This black contrast border shall be either preformed thermoplastic paint or acrylic waterborne paint.

3.0 Basis of Payment. Payment for furnishing and installing the pavement markings noted above, including all materials, equipment, tools, labor, and work incidental thereto **(including the 1.5 inch black outside border),** and shall be considered to be completely covered by the contract unit prices for the following:

Item No.	Type	Description
620-99.02	Each	Lane Reduction Arrow, Preformed Thermoplastic Pavement Marking

S. Pavement Marking Removals

1.0 Description. Pavement Marking Removal shall be in accordance with Section 620.50 and specifically as follows.

1.1 The first sentence of Sec 620.50.3.2 shall be removed and replaced with the following:

> Where required, measurement for the removal of pavement markings will be made to the nearest linear foot per 4-inches of width. No additional pay factor, based upon 4-inches of width, shall be included for removals unless the striping width is greater than 6-inches. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

2.0 Construction Requirements. Removal of all pavement marking within the project limits shall be as shown on the plans or as approved by the engineer. Pavement marking shall be completely removed to the satisfaction of the engineer with minimal damage to the pavement. The contractor shall use an approved **water blasting method** to remove the pavement marking on **concrete & asphalt surfaces**. No more than five percent of the existing marking shall remain. The pavement surface shall not be left scarred with an image that might mislead traffic. Any excess damage or scarring of the pavement shall be repaired at the contractor's expense. It shall be the contractor's responsibility to determine what type of material needs to be removed.

3.0 Method of Measurement. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

4.0 Basis of Payment. The accepted quantity of pavement marking removal including all labor, equipment, and material necessary to remove the existing marking will be paid for at the contract unit price for the following pay item:

Item No.	Type	Description
620-70.01	LF.	Pavement Marking Removal
620-70.02	EA.	Pavement Marking Removal (Symbols)

T. 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:

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

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

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 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.