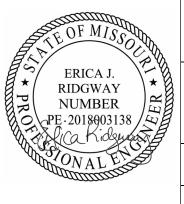
JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	General - Federal JSP-09-02J	2
B.	Contract Liquidated Damages JSP-13-01C	2
C.	Work Zone Traffic Management JSP-02-06N	3
D.	Emergency Provisions and Incident Management JSP-90-11A	6
E.	Project Contact for Contractor/Bidder Questions JSP-96-05	6
F.	Supplemental Revisions JSP-18-01AB	7
G.	Utilities JSP-93-26F	17
H.	Lump Sum Temporary Traffic Control JSP-22-01A	19
l.	ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C	20
J.	Adjust Water Service Meter	22
K.	Removable Locking Bollard	23
L.	Installation of City Light Poles	24
M.	Modular Block Retaining Wall	25
N.	Handrails	27
Ο.	Start of Construction Notification	27
Р.	Pavement	27
Q.	Fencing (Wood)	30
R.	Separation Temporary Fencing	30



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636

TREKK Design Group, LLC 17 Cassens Ct Fenton, MO 63026

Certificate of Authority: 2002010300 Consultant Phone: 314-932-1226

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

JOB NUMBER: J6I2339 ST LOUIS COUNTY, MO DATE PREPARED: 04/04/2024

ADDENDUM DATE:

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

JOB SPECIAL PROVISION

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

- **1.0 Description.** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.
- 1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.
- **1.2** The following documents are available on the Missouri Department of Transportation web page at 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. <u>Contract Liquidated Damages</u> JSP-13-01C

- **1.0 Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.
- **2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects (job numbers) shall be completed on or before the Contract Completion date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: July 8, 2024 Completion Date: October 1, 2024

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

Job Number	Calendar Days	Daily Road User Cost
J6I2339	90	\$1,800

- **3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of \$250 per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified 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 JSP-02-06N
- **1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.
- 1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.
- **1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

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, 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.

Detours and Lane Closures.

- **4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.
- **4.2** At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.
- **5.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

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

- **1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.
- **2.0** In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Hig	hway Patrol Troop C 6	36-300-2800
City of Clayton		
Fire: 314-290-8485		
Police: 314-645-3000		

- **2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.
- **2.2** The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.
- **3.0** No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials, or time required to fulfill the above provisions.

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

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

Tom Montes-de-Oca, PE, Project Contact St Louis District 1590 Woodlake Drive, Chesterfield, MO 63017

Telephone Number: 314-453-5031

Email: Thomas.Montes-De-Oca@modot.mo.gov

Chris Morgan, PE, Resident Engineer Chesterfield Project Office MoDOT – St. Louis District 601 Salt Mill Rd., Chesterfield, MO 63017

Office: (314)453-1818 Mobile: (314)370-9846

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

F. Supplemental Revisions JSP-18-01AB

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

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Stormwater Compliance Requirements

- **1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.
- **1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.
- **1.2 Reporting of Off-Site Land Disturbance.** If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.
- **2.0 Water Pollution Control Manager (WPCM).** The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

(a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.
- **3.0** Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.
- **3.1 Hold Point.** Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.
- **4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a webbased 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	<u><</u> 0.01%	
Fiber Content	ASTM D5603	<u>< </u> 0.5%	
Moisture Content	ASTM D1509	<u><</u> 1.0%*	
Mineral Filler	AASHTO M17	<u><</u> 4.0%	

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

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

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

- **3.0 Delivery, Storage, and Handling.** The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.
- **4.0 Feeder System.** Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within \pm 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting

operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

- **4.1 Batch Plants.** GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.
- **4.2 Drum Plants.** The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.
- **5.0 Testing During Mixture Production.** Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.
- **6.0 Construction Requirements.** Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.
- **7.0 Mix Design Test Method Modification.** A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.
- **8.0 Mix design Volumetrics.** Mix design volumetric equations shall be modified as follows:
- **8.1** Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder
- **8.2** GTR shall be included as part of the aggregate when calculating VMA of the mix.
- **8.2.1** GTR SPG shall be 1.15

8.3 Mix G_{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
DC 76 22	0. 20	PG 70-22	5 %
PG 76-22	0 - 20	PG 64-22	10 %
DC 70 22	0 - 30	PG 64-22	5 %
PG 70-22		PG 58-28	10 %
DO 04 00		PG 58-28	5 %
PG 64-22	0 – 40*	PG 52-34	10 %
DC 50 20	0 404	PG 52-34	5 %
PG 58-28	0 – 40*	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.

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.

Delete Sec 106.9 in its entirety and substitute the following:

106.9 Buy America Requirements.

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

- **106.9.2** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.
- **106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.
- **106.9.4** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

106.9.4.1 Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.4.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form (<u>link to certificate form</u>) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.4.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

106.9.5 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)

- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

"The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.
- **106.9.7.1** Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
- **106.9.7.2** Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

Delete Sec 109.14.1 thru Sec 109.14.8 and substitute the following:

109.14.1 Monthly Fuel Index. Each month, the Monthly Fuel Index will be established as the average retail price per gallon for Ultra Low Sulfur Diesel for the Midwest (PADD 2) area as posted on the first Monday of the month by the U.S. Energy Information Administration (EIA). Should the posted price not be available for any reason, the MoDOT State Construction and Materials Engineer will use reasonable methods, at their sole discretion, to establish the Monthly Fuel Index on an interim basis until the EIA resumes its publication.

109.14.2 Fuel Adjustment Calculation.

- B = Base Fuel Index = Monthly Fuel Index in the month in which the project was let
- C = Current Index = Monthly Fuel Index in the month in which the work was performed

U = Units of work performed within the current pay estimate period (applicable pay units) F = Total Fuel Usage Factor (gal./applicable pay units)

Fuel Adjustment (Dollars) = $(C - B) \times U \times F$

109.14.3 Each pay estimate period, a fuel adjustment payment or deduction will be applied for the quantity of work performed that period on each qualifying pay item. For calculation of the fuel adjustment, work performed on the first day of a month will generally be included with the second estimate in the previous month to keep fuel adjustments in sync with MoDOT's normal payment estimate period schedule. The Commission reserves the right to include work performed on the first day of the month with the current month to accommodate financial accounting termini, such as the beginning of the state and federal fiscal years (July 1 and October 1).

109.14.4 If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

Disposal of Blast Media and Paint Residue

- **1.0 Description.** Whereas Sec 1081.10 requires delivery of Blast Media and Paint Residue (BMPR) produced from bridge coating activities to The Doe Run Company for recycling, and considering the amount of BMPR produced on all active MoDOT projects statewide at any given point in time may exceed the recycling capacity of Doe Run, this provision allows for an alternate method of disposal of BMPR. The contractor, at its discretion, can choose this disposal option or the Doe Run recycle option, when both are available. When Doe Run is not currently capable or agreeable to accept the BMPR, this alternate disposal option shall be considered mandatory, and at no additional cost to the Commission.
- **2.0 Disposal in Landfill.** In lieu of delivery to Doe Run for recycling, BMPR material shall be disposed in the appropriate type of approved landfill, as determined by Toxicity Characteristic Leaching Procedure (TCLP) testing. The material must be TCLP tested to determine if it contains a level of hazardous waste such that requires disposal in a hazardous waste landfill. A sampling plan for testing shall be submitted to MoDOT for review and concurrence. Sampling shall be performed by the contractor. MoDOT will witness the sampling to ensure it is conducted per the plan submitted.
- 2.1 The contractor shall submit the collected samples to a qualified third-party testing facility to perform TCLP testing. If the sample indicates that the BMPR material qualifies as hazardous waste, then the materials represented by that sample shall be delivered to a licensed hazardous waste landfill for disposal. The contractor shall be responsible for hiring a licensed hazardous waste transporter to transport the hazardous waste to the landfill. The contractor shall comply with all applicable laws and regulations for storage and shipping of the hazardous waste material. If the testing indicates that the BMPR material qualifies as a special waste, it shall be taken to a certified landfill for disposal. The contractor shall be responsible for the transportation of the special waste material to the certified landfill. The requirement to ship the BMPR material by barrels will be waived. Any alternate containers utilized shall comply with all applicable laws and regulations for shipping this type of special waste material. Copies of all shipping manifests, landfill disposal agreements, and any other legally required documentation shall be provided to the engineer.

3.0 Basis of Payment. No payment will be made for any costs associated with this landfill disposal option, including, but not limited to, sampling, testing, delivery, temporary storage, or disposal fees.

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

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

<u>Utility Name</u>	Known Required Adjustment	<u>Type</u>
Ameren Missouri Russ Robertson Telephone: 314.992.9712 Email: rrobertson2@ameren.com	None	Power
AT&T Distribution Terry Rogers Office: 636.949.1330 Cell: 636.448.4621 Email: tr5397@att.com	None	Communications
CITY OF CLAYTON Matt Malick Director of Public Works Telephone: 314.290.8547 Email: mmalick@claytonmo.gov	None	Lighting
CHARTER COMMUNICATIONS Jordan Staat Telephone: 314.393.3321 Email: Jordan.staat @charter.com	None	Communications
MCI John Garst Telephone: 636.793.2339 Cell: 636.399.0244 Email: john.garst@verizon.com	None	Communications
CITY OF ST LOUIS BPS WATER Mark Nankivil Telephone: 314.633.9023 Email: MNankivil@stlwater.com	None	Water

CITY OF ST LOUIS BPS TRAFFIC Len Efthim Telephone: 314.647.3111x1105 Email: efthiml@stlouiscity.com	None	Traffic/Communications
MISSOURI AMERICAN WATER CO Dave Pruitt Telephone: 314.996.2396 Cell: 314.574.3601 Email: Dave.Pruitt@amwater.com	None	Water
Spire MO East Brian Langenbacher Cell: 314.768.7767 Telephone: 314.713.6572 *902 Email:brian.langenbacher@spireenergy.com	None	Gas

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

Missouri American Water, Spire MO East and the City of Clayton Lighting Department have facilities along the east side of Francis Place. The contractor shall use care while excavating and constructing the Pedestrian Path/Utility Access and shall avoid damaging these facilities. In the event the lighting circuit is encountered during the excavation the contractor shall lower the cable as necessary to avoid conflict.

Ameren MO, Charter Communications and AT&T have aerial facilities that cross the proposed Pedestrian Path/Utility Access at approximate Station 1+38. It should be noted that the lowest facility is less than 12 ft above the existing path. These facilities will not be relocated. The contractor shall accommodate the location of these facilities with the construction methods for the path, the small block wall, the pipe work, grading, tree removal and all other construction activities.

St. Louis City Water Division has two large water mains located just east of the project limits at Station 1+79.13, the contractor shall use extreme caution working in this area to avoid disturbing these water mains.

No direct payment will be made for compliance to the above note provision.

H. <u>Lump Sum Temporary Traffic Control</u> JSP-22-01A

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 preexisting 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

- I. 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 preconstruction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.
- 3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.
- **3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.
- **4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.
- **4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.
- **5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are

completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

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

J. <u>Adjust Water Service Meter</u>

- **1.0 Description.** This work shall consist of adjusting existing water service meter to grade.
- 2.0 Materials. All materials shall conform to Division 1000, Materials Details.
- 3.0 Construction Requirements.
- **3.1** All work shall conform to the requirements of the County Plumbing Code as shown on County Standard Drawing 603.10. Separate payment for excavation and backfill will not be made.
- **3.2** Service shall not be interrupted without the approval of the Engineer and of the proper utility official. The Contractor shall arrange his work to interrupt services the shortest possible time. Prior notice of at least 24 hours shall be given to the proper utility official and the Engineer before any main is shut off. In no case shall a valve or hydrant be opened or shut without proper authorization.
- **3.3** Adjusting water service meter box to grade will consist of the vertical adjustment of an existing meter box to the grade provided by the Engineer. This item will include the adjustment or replacement of the existing meter box to the finished grade with materials, as approved, as conditions warrant. Nonstandard meter boxes will be replaced to conform to the City or County Plumbing Code, as may apply.
- **3.4** This work may also require adjusting water service meter which will consist of the vertical adjustment of the existing meter yoke within the meter box to conform to the standard County drawing. This item will include any new fittings, new copper lead, meter yoke, or appurtenance necessary to complete the adjustment. Should it become necessary to remove the meter box to facilitate this adjustment no additional cost will be allowed for removal or replacement of the meter box.
- **4.0 Method of Measurement.** Measurement of adjust water service meter will be made per EACH.
- **5.0 Basis of Payment.** No direct payment will be made for any incidental items necessary to complete the work unless specifically provide as a pay item in the contract. No direct payment will be made for excavation or backfill. Accepted water service items will be paid for at the unit bid price:

Item Number	Unit	Description
603-99.02	Each	Adjust Water Meter

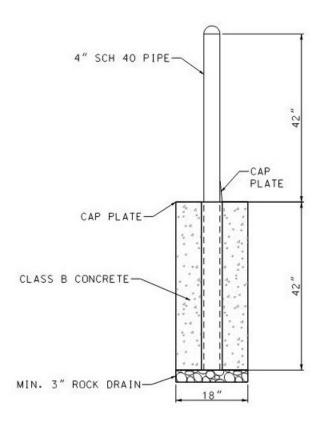
K. Removable Locking Bollard

1.0 Description. This work shall consist of furnishing and installing removable locking bollards, complete in place, in conformity with the plans and at locations as established on the plans or designated by the Engineer. This item is not proprietary, but the general characteristics shall conform to the detail shown below, or as approved by the Engineer. The City of Clayton shall be provided with keys to the locks.

2.0 Materials.

Bollard post per ASTM A513 Type 1
Bollard ground sleeve pipe per ASTM A513 Type 5
Lid assembly per ASTM A36
Stainless steel lock rods per ASTM A276, A479, A580
Stainless steel lock rod channel per ASTM A554

2.1 All steel surfaces shall be coated with commercially available inorganic zinc-rich paint.



REMOVABLE LOCKING BOLLARD & EMBEDMENT SLEEVE

3.0 Construction Requirements.

3.1 Bollards delivered for use on a project shall be stored in a manner meeting the approval of the engineer. Any bollard damaged, discolored or defaced during transportation, storage or erection may be rejected.

- **3.2** Bollards shall be installed vertically, and any bollard considered unfit for use by the engineer shall be removed and replaced at the contractor's expense.
- **3.3** Bollards shall remove completely from the ground sleeve and provide a flush surface when the galvanized lid drops down on the open ground sleeve.
- **3.4** Installation shall comply with manufacturer provided instructions and drawings.
- **3.5** Ground sleeves should be installed with the top of the sleeve set flush with the finished surface.
- **3.6** A minimum of a 3-inch gravel base shall be installed prior to installation to ensure drainage of the bollard, per installation details.
- **3.7** Bollard should not be inserted into the ground sleeve until it is leveled and fully cured. Attach bollard per manufacturer instructions.
- **3.8** If touch up painting is required in the field, care shall be taken not to paint moving parts which may restrict the bollard's proper function.
- **4.0 Method of Measurement.** Measurement of bollards will be made per EACH complete and installed.
- **5.0 Basis of Payment.** No direct payment will be made for incidental items necessary to complete the work, unless specifically provided as a pay item in the contract. Contract unit price includes all excavation and other work and materials required to install the concrete footing. Bollards will be paid for at the contract unit price:

Item Number	Unit	Description
607-99.02	Each	Misc. {Removable Locking Bollard}

L. <u>Installation of City Light Poles</u>

1.0 Description. This work shall cover the installation and relocation of City of Clayton light poles. Light poles are assumed to be 10-12 feet in height and installed by direct bury. All lighting shall be operational every night.

2.0 Construction Requirements.

2.1 Removal. The contractor shall determine the source of power for the light affected and ensure the circuit is de-energized properly prior to removal of the lighting. The contractor shall remove and reinstall the lighting pole as shown on the plans. Splicing of existing conduit at removal location designated in the plans shall be considered incidental to the removal of the pole. The contractor shall document any damage to the existing pole and luminaire prior to the removal of the structure. The contractor shall utilize care in the removal and reinstallation of the lighting. Any damage to the lighting shall be repaired or replaced at the contractor's expense to the satisfaction of MoDOT and the City of Clayton.

- **2.2 Installation.** The new locations shown on the plans are approximate. The contractor shall confirm the location of the city lighting circuit in the area of the new installations. If the existing circuit runs past the new location, the contractor shall carefully cut and remove the existing conduit at that location and splice the light pole cables to the circuit at that location. If the existing circuit ends at the removal location, the contractor shall splice new conduit and cables to the existing to be run to the new location. During removal, contractor shall make note of the existing installation method and reinstall using an identical method. No direct payment will be made for any necessary conduit or cables needed to power the relocated light pole. Installation shall follow these steps:
 - City will remove the luminaire from the existing street light
 - City will provide a pull box for installation approximately midway between the two light poles as shown on the plans
 - MoDOT contractor shall install the pull box
 - MoDOT contractor shall relocate and install the existing pole near Francis Place
 - City will provide the second pole near the I-170 pedestrian underpass
 - MoDOT contractor shall install the second pole
 - City will install luminaires on both poles
- **2.3 Signing.** City light poles have the possibility of having existing signs strapped to them. The contractor has the option of removing signs from light poles and re-strapping them on after the pole is relocated or leaving the signs on the pole during the relocation operation. In either case, the contractor shall utilize care to not damage the signs. Any signs damaged during the relocation of the light poles shall be repaired or replaced at the contractor's expense to the satisfaction of MoDOT and the City of Clayton.
- **3.0 Method of Measurement.** Measurement of new or relocated City of Clayton light poles and pullboxes will be made per each.
- **4.0 Basis of Payment.** Payment for removing and reinstalling, or installing new, City of Clayton light poles shall be considered full compensation for all contractor-provided equipment items, labor, and material to complete the described work, including making electrical connections. Payment will be made as follows:

Pay Item Number	Unit	Description
901-99.02	Each	Misc. Remove and Reset Light Pole
901-99.02	Each	Misc. Install Light Pole
901-99.02	Each	Misc. Install Pull Box

M. Modular Block Retaining Wall

- **1.0 Description.** This work shall consist of furnishing and constructing modular block retaining wall systems in accordance with these specifications, as shown on the plans or as directed by the engineer.
- 2.0 Material. All material shall be in accordance with Division 1000, Material Details.
- 3.0 Design Requirements.
- **3.1** Small block wall systems will be permitted for uses where the wall height does not exceed ten feet.

3.2 The contractor shall submit the manufacturer's design plans, details and computations for each individual wall structure to the engineer.

- **3.3** The contractor will be solely responsible for the content of the design plans, details and computations that are submitted, and for the performance of the wall system. The contractor shall be solely responsible for ensuring that the information submitted by the manufacturer is in accordance with all contract plans and specifications and with the wall system used.
- **3.4** Completed design plans shall contain all material, fabrication, and construction requirements for erecting the wall system complete in place. The completed design plans shall show the longitudinal and lateral layout of the drainage systems used for the wall system. The contractor shall be responsible for the internal and external stability of the structure including compound stability.
- **3.5** The design of the wall shall conform to all other applicable requirements of Section 720, and to the City of Clayton requirements as described here:

https://www.claytonmo.gov/home/showpublisheddocument?id=1494

If there is a conflict between MoDOT and City specifications, the City requirements shall govern.

4.0 Method of Measurement.

- **4.1** Measurement of modular block retaining wall systems will be made to the nearest square foot. The quantity to be paid will be measured from the wall outline as shown on the plans. No adjustments in the measured quantity will be permitted for additional wall area required to meet the minimum wall elevations shown on the plans for any particular wall system.
- **4.2** 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.
- **4.3** No measurement will be made for required excavation for placement of the leveling pad for the wall system.

5.0 Basis of Payment.

- **5.1** The accepted quantity of modular block retaining wall systems, complete in place, will be paid for at the contract unit price for item 720-99.04 MODULAR BLOCK RETAINING WALL, per square foot.
- **5.2** Payment for furnishing and installing modular block retaining wall systems complete in place including all equipment, labor, excavation, foundation, leveling pad, granular backfill, drainage systems, and any other incidental work necessary to complete this item will be considered completely covered by the contract unit price.

Item Number	Unit	Description
720-99.04	S.F.	Misc. Modular Block Retaining Wall

N. <u>Handrails</u>

1.0 Description. This work shall consist of furnishing and erecting galvanized pipe handrails and wrought iron handrails, complete in place, in conformity with the plans and at locations as established on the plans or designated by the Engineer.

2.0 Materials. Pipe shall be galvanized pipe of sizes as detailed. Wrought iron railing shall be constructed of bar sections as detailed.

3.0 Construction Requirements.

- **3.1** When anchor bolts are required for handrail posts, they will be poured in place using a template provided by the Engineer; at Contractor's option, holes for rail post may be formed or drilled. Rails shall be installed as detailed using aluminum oxide mortar grout meeting the requirements of St Louis County Standard Specifications for Road and Bridge Construction Section 1066.2.4. A commercial expansive grout will be permitted with prior approval of the Engineer.
- **3.2** The design of the handrail shall conform to all other applicable requirements of St Louis County Standard Specifications and St Louis County Standard Drawing C607.13, and to the applicable City of Clayton requirements. If there is a conflict between County and City specifications, the City requirements shall govern.
- **4.0 Method of Measurement**. Measurement of handrails will be made to the nearest linear foot measured along the slope of the rail.
- **5.0 Basis of Payment**. The accepted handrail, complete in place, will include all rail, grout, labor, and all other incidental work or material will be paid for at the contract unit bid price:

Item Number	Unit	Description
608-99.03	L.F.	Misc. Hand-Railing with Balusters

O. Start of Construction Notification

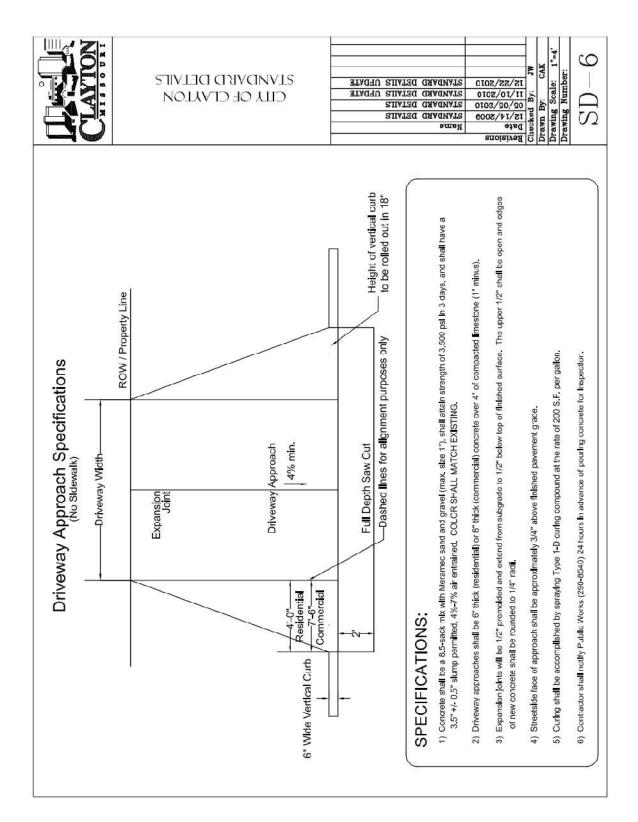
- **1.0** The contractor shall notify the project contact a minimum of **45 days** prior to the start of construction to provide the adjacent property owners with sufficient notice.
- **2.0** Notice shall be made at least one business day before the two-week period.
- **3.0** Project contact information is given in JSP E or as directed by the Engineer.

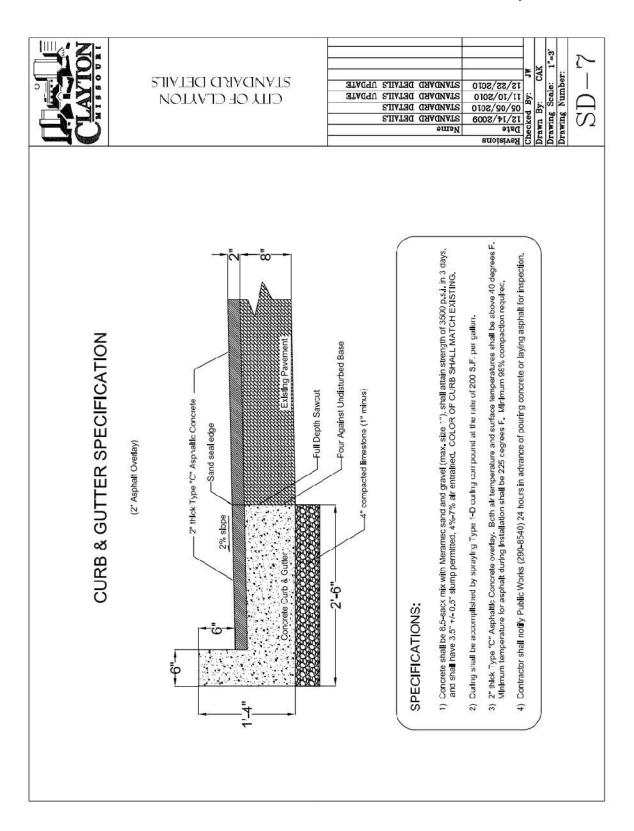
P. Pavement

Description. This work shall consist of furnishing and constructing pavements in accordance with the City of Clayton specifications, as shown on the plans and detailed within this provision.

2.0 Materials. Materials shall conform to the standards and notes contained within this provision.

3.0 Construction Requirements. Construction details, methods, and other requirements are shown within this provision.





4.0 Method of Measurement. Measurement will be made to the units shown in Section 5.0 Basis of Payment. All labor, materials, and incidental work necessary to construct pavement items shall be included in the unit cost as shown below.

5.0 Basis of Payment. The accepted pavement, complete in place, will be paid for at the contract unit bid price:

Item Number	Unit	Description
403-99.10	Ton	Misc. Type "C" Asphaltic Concrete
502-99.05	S.Y.	Misc. Concrete Pavement (8 In. Non-Reinf)

Q. Fencing (Wood)

- **1.0 Description.** This work shall consist of furnishing and erecting wooden fencing as resident screening.
- **2.0 Materials**. All materials shall be treated wood, or wood of natural resistance to decay.
- 3.0 Construction Requirements.
- **3.1** Fence posts shall consist of a four-inch by four-inch post. The posts shall be spaced six feet on center. Four-inch by four-inch wood fences posts shall be set in a minimum ten-inch diameter concrete pier, extending a minimum of two feet deep.
- **3.2** Wooden stockade style fence shall be visually nontransparent and shall have a minimum of three two-inch by four-inch rails. Vertical wooden fence boards or pickets shall be a minimum of one inch in thickness and all pickets shall be spaced one half-inch apart.
- **4.0 Method of Measurement**. Measurement of fence (wood) will be made to the nearest linear foot measured along the face of the fence.
- **5.0 Basis of Payment**. The accepted fence, complete in place, will include all posts, foundations, fasteners, rails, slats, labor, and all other incidental work or material will be paid for at the contract unit bid price:

Item Number	Unit	Description
607-99.03	L.F.	Misc. Wooden Fence (72 In.)

R. Separation Temporary Fencing

- **1.0 Description.** This work shall consist of furnishing and erecting temporary fencing during construction to protect pedestrians from construction activities.
- **2.0 Materials**. All materials shall conform to Manual on Uniform Traffic Control Devices (MUTCD) Chapter 6D. Pedestrian and Worker Safety.
- 3.0 Construction Requirements.
- **3.1** All construction shall conform to Manual on Uniform Traffic Control Devices (MUTCD) Chapter 6D. Pedestrian and Worker Safety.
- **4.0 Method of Measurement**. No measurement will be made.

5.0 Basis of Payment. No direct payment will be made.