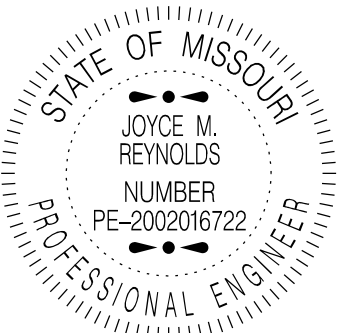


Job No.: J1P3367 JNW0024  
 Route: 65 65  
 County: Livingston Carroll

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

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 <p>JOYCE M. REYNOLDS        NUMBER        PE-2002016722</p> <p><i>Joyce M Reynolds</i>        04/30/2024 2:14:28 PM        JOYCE M. REYNOLDS - CIVIL        MO-PE-2002016722</p>	<b>MISSOURI HIGHWAYS AND        TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	Job Number: J1P3367 & JNW0024 Livingston & Carroll Counties, MO Date Prepared: April 11, 2024
	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](http://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](http://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- 13-01D

**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 shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Job No.: J1P3367 JNW0024  
Route: 65 65  
County: Livingston Carroll

Notice to Proceed Date: February 3, 2025  
Contract Completion Date: November 01, 2025

**2.1 Calendar Days and Completion Dates.** Completion of the project is required as specified herein. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Project	Calendar Days	Daily Road User Cost
J1P3367	N/A	\$1800
JNW0024	N/A	\$2300

**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, or on or before the project completion date 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 **\$2000** 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 specified contract completion date, project 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, or on or before the project completion date 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, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

**4.0 Detours and Lane Closures.**

**4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

**5.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

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

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other

emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

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

Missouri Highway Patrol: (816) 387-2345	
City of Chillicothe	Fire: (660) 646-2139
	Police: (660) 646-2121
Livingston County	Sheriff: (660) 646-2121
Carroll County	Sheriff: (660) 542-2200
	Ambulance: (660) 542-1808
City of Carrollton	Fire: (660) 542-2178
	Police: (660) 542-8202

**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.

Joyce Reynolds, Project Contact  
Northwest District  
3602 N. Belt Highway  
St. Joseph, MO 64506

Telephone Number: (816) 387-2411  
Email: [joyce.reynolds@modot.mo.gov](mailto:joyce.reynolds@modot.mo.gov)

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 [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

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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:

<b>Table 1 – GTR Material Properties</b>		
<b>Property</b>	<b>Test Method</b>	<b>Criteria</b>
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.

<b>Table 2 – GTR Gradation</b>	
<b>Sieve</b>	<b>Percent Passing by Weight</b>
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.

**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 subplot 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 ([link to certificate form](#)) 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. Balanced Mix Design Requirements for Sec 403 Asphaltic Concrete Pavement

**1.0 Description.** Balanced Mix Design (BMD) and Paver-Mounted Thermal Profiles (PMTP), as specified herein, are required on this project for all Sec 403 asphaltic concrete pavement surface and base course mixes. BMD shall be in accordance with section 2.0. PMTP shall be in accordance with section 3.0. No additional payment will be made for compliance with these provisions.

**1.1 Rapid Penetrating Emulsion.** Should use of Rapid Penetrating Emulsion (RPE) be necessary for corrective action of longitudinal joint density, as specified elsewhere in section 2.0, RPE shall be in accordance with MoDOT JSP2303 Rapid Penetrating Emulsion (available at: [https://epq.modot.org/index.php/Job\\_Special\\_Provisions](https://epq.modot.org/index.php/Job_Special_Provisions)), except that no payment will be made for use of RPE.

**2.0** *Delete Sec 403 in its entirety and substitute the following:*

**403 ASPHALTIC CONCRETE PAVEMENT with Balanced Mix Design**

**403.1 Description.** This work shall consist of providing a bituminous mixture to be placed in one or more courses on a prepared base or underlying course as shown on the plans or as directed by the engineer. The contractor shall be responsible for QC of the bituminous mixture, including the design, and control of the quality of the material incorporated into the project. The engineer will be responsible for QA, including testing, to assure the quality of the material incorporated into the project.

**403.1.1 Naming Convention.** The nomenclature of Superpave bituminous mixture names, such as SP125CLP, will be as follows. When only the aggregate size is shown, such as SP125, the specifications shall apply to all variations of that size, such as SP125B, SP125C, SP125CLP, etc. When "x" is indicated, such as SP125xLP, specifications shall apply to all variations of mixture designs. Stone Matrix Asphalt will be generally referred to as SMA and designated by SM or SMR.

<b>Superpave Nomenclature</b>	
<b>SP</b>	<b>Superpave</b>
048	4.75mm (No. 4) nominal aggregate size
095	9.5 mm (3/8 inch) nominal aggregate size
125	12.5 mm (1/2 inch) nominal aggregate size
190	19.0 mm (3/4 inch) nominal aggregate size
250	25.0 mm (1 inch) nominal aggregate size
x	Mixture design: B, C, E or F (as described below)
LP	Limestone porphyry (when designated)
SM	Stone Matrix Asphalt (when designated)
SMR	Stone Matrix Asphalt limestone/non-carbonate (when designated)

**403.1.2 Design Levels.** The following cumulative equivalent single axle loads (ESALs) shall be used for the specified mix design. The same size aggregate mix design at a higher design traffic may be substituted at the contractor's expense for the contract specified mixture design with the approval from the engineer. Substitutions shall be done uniformly and project mixing of various designs for the same work will not be permitted. For example, an SP125B mixture may be substituted for an SP125C mixture, or SP190C for SP190E, etc. Mixture design substitution will be limited to one design level higher than that specified in the contract.

<b>Design Traffic (ESALs)</b>	<b>Design</b>
< 300,000	F
300,000 to < 3,000,000	E
3,000,000 to < 30,000,000	C
≥ 30,000,000	B

**403.2 Material.** All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Aggregate	1002
Asphalt Binder, Performance Graded (PG)*	1015
Fiber Additive	1071
Anti-Strip Additive	1071

\*The grade of asphalt binder will be specified in the contract.

**403.2.1 Stone Matrix Asphalt.** In addition to other requirements, material for SMA mixtures shall meet the following. Coarse aggregate shall consist of crushed limestone and either porphyry or steel slag in accordance with the quality requirements of [Sec 1002](#), except as follows. The Los Angeles (LA) abrasion, when tested in accordance with AASHTO T 96, shall not exceed 40 percent based on initial ledge approval and source approval. The percent absorption, when tested in accordance with AASHTO T 85, shall not exceed 3.5 percent based on the individual fractions. The amount of flat and elongated particles, measured on material retained on a No. 4 sieve, of the blended aggregate shall not exceed 20 percent based on a 3:1 ratio or 5 percent based on a 5:1 ratio.

**403.2.2 Filler Restriction.** Rigden void content determined in accordance with MoDOT Test Method TM-73 shall be no greater than 50 percent.

**403.2.3 Fibers.** A fiber additive shall be used as a stabilizer in SMA Mixtures. Fibers shall be uniformly distributed by the end of the plant mixing process. The dosage rate for fibers shall be no less than 0.3 percent by weight of the total mixture for cellulose and no less than 0.4 percent by weight for mineral fibers.

**403.2.4 Reclaimed Asphalt.** A maximum of 30 percent virgin effective binder replacement may be used in mixtures without changing the grade of binder. The asphalt binder content of recycled asphalt materials shall be determined in accordance with AASHTO T 164, ASTM D 2172 or other approved method of solvent extraction. A correction factor for use during production may be determined for binder ignition by burning a sample in accordance with AASHTO T 308 and subtracting from the binder content determined by extraction. The aggregate specific gravity shall be determined by performing AASHTO T 209 in accordance with [Sec 403.19.3.1.2](#) and calculating the  $G_{se}$  to which a 0.98 correction factor will be applied to obtain the  $G_{sb}$  as follows:

$$G_{se} = \frac{100 - P_b}{\frac{100}{G_{mm}} - \frac{P_b}{G_b}} \qquad \text{RAP Gsb} = \text{RAP Gse} \times 0.98$$

**403.2.5 Reclaimed Asphalt Pavement.** Reclaimed Asphalt Pavement (RAP) may be used in any mixture, except SMA mixtures. Mixtures may be used with more than 30 percent virgin effective binder replacement provided testing according to AASHTO M 323 is included with the job mix formula that ensures the combined binder meets the grade specified in the contract. All RAP material, except as noted below, shall be tested in accordance with AASHTO T 327, *Method of Resistance of Coarse Aggregate Degradation by Abrasion in the Micro-Deval Apparatus*. Aggregate shall have the asphalt coating removed either by extraction or binder ignition during production. The material shall be tested in the Micro-Deval apparatus at a frequency of once per

1500 tons. The percent loss shall not exceed the Micro-Deval loss of the combined virgin material by more than five percent. Micro-Deval testing will be waived for RAP material obtained from MoDOT roadways. All RAP material shall be in accordance with [Sec 1002](#) for deleterious and other foreign material.

**403.2.6 Reclaimed Asphalt Shingles.** Reclaimed Asphalt Shingles (RAS) may be used in any mixture specified to use PG 64-22 in accordance with AASHTO PP 53 except as follows: When the ratio of virgin effective binder to total binder in the mixture is between 60 and 70 percent, the grade of the virgin binder shall be PG 52-28 or PG 58-28. Shingles shall be ground to 3/8-inch minus. Waste, manufacturer or new, shingles shall be essential free of deleterious materials. Post-consumer RAS shall not contain more than 1.5 percent wood by weight or more than 3.0 percent total deleterious by weight. Post-consumer RAS shall be certified to contain less than the maximum allowable amount of asbestos as defined by national or local standards. The gradation of the aggregate may be determined by solvent extraction of the binder or using the following as a standard gradation:

<b>Shingle Aggregate Gradation</b>	
<b>Sieve Size</b>	<b>Percent Passing by Weight</b>
3/8 in.	100
No. 4	95
No. 8	85
No. 16	70
No. 30	50
No. 50	45
No. 100	35
No. 200	25

**403.3 Composition of Mixtures.**

**403.3.1 Gradation.** Prior to mixing with asphalt binder, the combined aggregate gradation, including filler if needed, shall meet the following gradation for the type of mixture specified in the contract. A job mix formula may be approved which permits the combined aggregate gradation during mixture production to be outside the limits of the master range when the full tolerances specified in [Sec 403.5](#) are applied.

Percent Passing by Weight							
Sieve Size	SP250	SP190	SP125	SP095	SP048	SP125xSM(R)	SP095xSM(R)
1 1/2 in.	100	---	---	---	---	---	---
1 in.	90 - 100	100	---	---	---	---	---
3/4 in.	90 max.	90 - 100	100	---	---	100	---
1/2 in.	---	90 max.	90 - 100	100	---	90-100	100
3/8 in.	---	---	90 max.	90-100	100	50-80	70-95
No. 4	---	---	---	90 max.	90-100	20 - 35	30-50
No. 8	19 - 45	23 - 49	28 - 58	32-67	---	16 - 24	20-30
No. 16	---	---	---	---	30-60	---	21 max.
No. 30	---	---	---	---	---	---	18 max.
No. 50	---	---	---	---	---	---	15 max.
No. 100	---	---	---	---	---	---	---
No. 200	1 - 7	2 - 8	2 - 10	2-10	7-12	8.0-11.0	8.0-12.0

**403.3.2 Anti-Strip Agent.** An anti-strip will be allowed by the engineer to improve resistance to stripping. Anti-strip agents and application rates shall be from a list approved in accordance with [Sec 1071](#).

**403.3.3 Porphyry Mixtures.** For LP and SMA mixtures, at least 50 percent by volume of the aggregate shall be crushed porphyry retained on the following sieves: No. 30 for SP048, No. 16 for SP095 and No. 8 for SP125. Depending on the actual gradation of porphyry aggregate furnished, the amount of crushed porphyry required may vary, however at least 40 percent by weight of crushed porphyry will be required. Steel slag may be substituted for porphyry in LP and SM mixtures, except at least 45 percent by weight of crushed porphyry and/or slag will be required. The engineer may approve the use of other hard, durable aggregate in addition to porphyry and steel slag. When an SMR mixture is designated, the mixture shall contain aggregate blends with at least 30 percent non-carbonate material in accordance with [Sec 403.3.5](#).

**403.3.4 Minimum Stone Matrix Asphalt Binder.** The percent asphalt binder for SMA mixtures shall not be less than 6.0 percent unless otherwise allowed by the engineer.

**403.3.5 Surface Mixtures.** Design level B surface mixtures and SP048NC, except as described in [Sec 403.15.3](#), containing limestone coarse aggregate shall contain a minimum amount of non-carbonate aggregate. The LA abrasion values, AASHTO T 96, of the limestone will determine the type and amount of non-carbonate aggregate required as shown in the table below. The LA abrasion value will be determined from the most recent source approval sample. In lieu of the above requirements, the aggregate blend shall have an acid insoluble residue (AIR), MoDOT Test Method TM 76, meeting the plus No. 4 criteria of crushed non-carbonate material. Non-carbonate aggregate shall have an AIR of at least 85 percent insoluble residue.

Coarse Aggregate (+ No. 4)	Minimum Non-Carbonate by Volume
Limestone, LA ≤ 30	30% Plus No. 4
Limestone, LA > 30	20% Minus No. 4*
Dolomite	No Requirement

\*Use for all SP095 and SP048NC containing limestone.

**403.4 Job Mix Formula.** At least 30 days prior to placing any mixture on the project, the contractor shall submit a mix design for approval to Construction and Materials. The mixture shall be designed in accordance with AASHTO R 35 or R 46 and shall be tested in accordance with

AASHTO T 312 except as noted herein. A detailed description of the mix design process shall be included with the job mix formula (JMF). Representative samples of each ingredient for the mixture shall be submitted with the mix design.

**403.4.1 Proficiency Sample Program.** Laboratories that participate in and achieve a score of three or greater in the AASHTO proficiency sample program for T 11, T 27, T 84, T 85, T 166, T 176, T 209, T 304 (ASTM C 1252), T 308 and T 312 will have the mixture verification process waived. The mix design shall be submitted to Construction and Materials for approval at least seven days prior to mixture production.

**403.4.2 Required Information.** The mix design shall include raw data from the design process and contain the following information:

- (a) All possible sources intended for use, and grade and specific gravity of asphalt binder.
- (b) Source, type (formation, etc.), ledge number if applicable, gradation, and deleterious content of each aggregate fraction.
- (c) Bulk and apparent specific gravities and absorption of each aggregate fraction in accordance with AASHTO T 85 for coarse aggregate and AASHTO T 84 for fine aggregate including all raw data.
- (d) Specific gravity of hydrated lime, mineral filler or baghouse fines, if used, in accordance with AASHTO T 100.
- (e) Percentage of each aggregate component.
- (f) Combined gradation of the job mix.
- (g) Percent asphalt binder, by weight, based on the total mixture and percent asphalt binder contributed by reclaimed asphalt materials.
- (h) Bulk specific gravity ( $G_{mb}$ ) by AASHTO T 166 Method A of a laboratory compacted mixture compacted at  $N_{design}$  gyrations.
- (i) Percent air voids ( $V_a$ ) of the laboratory compacted specimen compacted to  $N_{design}$  gyrations.
- (j) Voids in the mineral aggregate (VMA) and volume of Effective Asphalt ( $V_{be}$ ) at  $N_{design}$  gyrations.
- (k) Theoretical maximum specific gravity ( $G_{mm}$ ) as determined by AASHTO T 209, in accordance with [Sec 403.19.3](#), after the sample has been short term aged in accordance with AASHTO R 30.
- (l) The tensile strength ratio as determined by AASHTO T 283 including all raw data.
- (m) The gyratory sample weight to produce a 115 mm minimum height specimen.
- (n) Mixing temperature and gyratory molding temperature.

- (o) Number of gyrations at  $N_{design}$ .
- (p) Dust proportion ratio ( $-200/P_{be}$ ).
- (q) Bulk specific gravity ( $G_{sb}$ ) of the combined aggregate.
- (r) Percent chert contained in each aggregate fraction.
- (s) Percent of  $G_{mm}$  at  $N_{initial}$  and  $N_{maximum}$ .
- (t) Voids in coarse aggregate (VCA) for both the mixture and dry-rodded condition for SMA mixtures.
- (u) Draindown for SMA mixtures.
- (v) Performance testing results for Cracking Tolerance Index ( $CT_{Index}$ ), Critically aged Cracking Tolerance Index ( $CT_{Index,CriticallyAged}$ ), Hamburg Wheel Tracking Test (HWTT), and Rutting Tolerance Index ( $RT_{Index}$ ).
- (w) Baghouse fines added for design.
  - (i) Batch and continuous mix plants – Indicate which aggregate fraction to add baghouse percentage during production.
  - (ii) Drum mix plants – Provide cold feed settings with and without baghouse percentage.

**403.4.3 Approval.** No mixture will be accepted for use until the JMF for the project is approved by Construction and Materials.

**403.4.4 Mix Formula Modification.** The JMF approved for each mixture shall be in effect until modified in writing by the engineer. When unsatisfactory results occur or should a source of material be changed, a new JMF may be required.

**403.4.4.1 Asphalt Binder Source Change.** When an asphalt binder source change includes a binder grading that differs from the original grade on the JMF, new performance testing values ( $CT_{Index}$  and  $RT_{Index}$ ) shall be provided prior to use.

**403.4.4.2 Additive Source Change.** When rejuvenators, warm mix additives, anti-strip additive, or other additives sources change; new performance testing values ( $CT_{Index}$  and  $RT_{Index}$ ) shall be provided.

**403.4.5 Design Gyrations.** The minimum number (N) of gyrations required for gyratory compaction shall be as follows:

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

<sup>a</sup> SMA mixtures shall have  $N_{design}$  equal to 100.

**403.4.6 Mixture Characteristics.** When compacted in accordance with AASHTO T 312, the mixture shall meet the following criteria.

**403.4.6.1 Air Voids ( $V_a$ ).** Design air voids for SuperPave mixtures at all traffic levels shall be between 3.0 and 5.0 percent. SMA mixtures shall have a design air void of 4.0 percent.

**403.4.6.2 Voids in the Mineral Aggregate (VMA).** SuperPave mixtures 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 5.0% for SuperPave and shall be 4.0% for SMA. The minimum VMA shall be equal to the minimum volume of effective binder ( $V_{be}$ ) plus design air voids.

Mixture	$V_{be}$ Minimum (percent)
SP250	9.0
SP190	10.0
SP125 (except for SMA)	11.0
SP095 (except for SMA)	12.0
SP048	13.0
SMA	13.0

**403.4.7 Dust to Binder Ratio.** For all mixtures except SMA and SP048, the ratio of minus No. 200 material to effective asphalt binder ( $P_{be}$ ) shall be between 0.8 and 1.6. For SP048, the ratio of minus No. 200 material to effective asphalt binder ( $P_{be}$ ) shall be between 0.9 and 2.0.

**403.4.8 Moisture Susceptibility.** For all mixtures except SMA, the mixture shall have a tensile strength ratio (TSR) greater than 85 percent (80 percent if an approved anti-strip agent is used) when compacted to 3.7 inches with  $7 \pm 0.5$  percent air voids and tested in accordance with AASHTO T 283. SMA mixtures shall have a TSR greater than 85 (80 percent if an approved anti-strip agent is used) percent when compacted to 3.7 inches with  $6 \pm 0.5$  percent air voids and tested in accordance with AASHTO T 283.

**403.4.8.1 Minimum Tensile Strength.** All mixtures shall have a minimum allowable conditioned tensile strength of 60 psi.

**403.4.8.2 Liquid Anti-Strip Dosage.** The liquid anti-strip dosage shall be in the range recommended by the manufacturer and provided on the JMF.

**403.4.9 Draindown.** AASHTO T 305, Draindown Test, shall be performed on all SMA mixtures prior to job mix approval. The mixture shall be stabilized in such a way that the draindown of the asphalt binder shall not exceed 0.3 percent by weight of mixture.

**403.4.10 Voids in Coarse Aggregate.** The percent  $VCA_{MIX}$  of SMA mixtures shall be less than or equal to the  $VCA_{DRC}$  as determined using AASHTO T 19. This may be calculated using the following equations:

$$VCA_{DRC} = 100 \times (G_{CA\gamma_w} - \gamma_s) / G_{CA\gamma_w}$$

$$VCA_{MIX} = 100 - (P_{bp} \times G_{mb} / G_{CA})$$

$$P_{bp} = P_s \times PA_{bp}$$

Where:  $G_{CA}$  = bulk specific gravity of the combined coarse aggregate (AASHTO T 85),  
 $\gamma_s$  = unit weight of coarse aggregate in the dry-rodded condition (DRC) (lb/ft<sup>3</sup>) (AASHTO T 19),  
 $\gamma_w$  = unit weight of water (62.34 lb/ft<sup>3</sup>) ,  
 $P_{bp}$  = percent aggregate by total mixture weight retained on No. 4 sieve and  
 $PA_{bp}$  = percent aggregate by total aggregate weight retained on No. 4 sieve\*.

\*Use No. 8 sieve for SP095xSM

**403.4.11 Mix Design Performance Testing.** Acceptable test results meeting the criteria for the following performance tests shall be submitted with the mix design for approval. Test specimens shall be compacted to an air void content of 7.0 +/- 0.5% or 6.0 ± 0.5% for SMA mixtures.

**403.4.11.1 Cracking Tolerance Index (CT<sub>Index</sub>) Testing.** The CT<sub>Index</sub> testing shall be completed in accordance with ASTM D8225 and at a test temperature of 25 +/- 0.5 °C.

Mix Type	Minimum CT <sub>Index</sub>	CT <sub>Index</sub> , (Critically Aged)*
Non-SMA	50	Informational Only
SMA	135	Informational Only

\*Critically Aged defined as loose mix aging for 20 hours at 115° C.

**403.4.11.2 Rutting Tolerance Index (RT<sub>Index</sub>) Testing.** The RT<sub>Index</sub> testing shall be completed in accordance with ASTM D8360 and at a test temperature of 50 +/- 1°C.

PG Grade High Temperature*	Minimum RT <sub>Index</sub>
58-28H / 64-22	50
64-22H / 70-22	65
64-22V / 76-22	80

\*Determined by the binder grade specified in the contract.

**403.4.11.3 Hamburg Wheel Track (HWT).** HWT testing will be completed in accordance with AASHTO T324 at test temperature of 50 +/- 1°C and 2.44 in specimen height.

PG Grade High Temperature *	Minimum Wheel Passes	Maximum Rut Depth (in.)
58-28H / 64-22	7,500	0.38
64-22H / 70-22	15,000	0.38
64-22V / 76-22	20,000	0.38

\*Determined by the binder grade specified in the contract.

**403.5 Mixture Production Specification Limits.**

**403.5.1 Gradation and Deleterious Content Control.** The gradation of the aggregate shall be determined from samples taken from the hot bins on batch-type or continuous mixing plants or

from the composite cold feed belt on drum mix plants. The gradation may also be obtained by sampling the mixture and testing the residual aggregate. The deleterious content of the aggregate shall be determined from samples taken from the composite cold feed belt. The RAP shall be sampled from the RAP feeding system on the asphalt plant. Gradation and deleterious shall be taken when directed by the engineer.

**403.5.1.1 Stone Matrix Asphalt Tolerances.** In producing mixtures for the project, the plant shall be operated such that no intentional deviations from the job mix formula are made. The maximum deviation from the approved job mix formula shall be as follows for SMA mixtures:

Sieve	Max. Tolerance	
	SP095	SP125
3/4 in.	---	---
1/2 in.	---	±4
3/8 in.	±4	±4
No. 4	±3	±3
No. 8	±3	±3
No. 200	±2	±2

**403.5.1.2 Mixture Tolerance.** For all other SP mixtures, the percent passing the first sieve size smaller than the nominal maximum size shall not exceed 92.0 percent, a tolerance not to exceed 2.0 percent on the No. 8 sieve from the table in [Sec 403.3.1](#), and within the range listed in [Sec 403.3.1](#) for the No. 200 sieve. The deleterious content of the material retained on the No. 4 sieve shall not exceed the limits specified in [Sec 1002.2](#).

**403.5.2 Density.** The final, in-place density of the mixture shall be 92.5 to 98.0 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.

**403.5.2.1 Shoulder Density.** Density on non-integral shoulders shall be in accordance with [Sec 403.15.3](#).

**403.5.2.2 Integral Shoulder.** When shoulders are placed integrally with the traveled way, tests shall be taken on the traveled way.

**403.5.2.3 Longitudinal Joint Density.** Density along longitudinal joints shall be in accordance with [Sec 403.16.1](#). Pay shall be in accordance with [Sec 403.23.4.1](#).

**403.5.3 Asphalt Content.** The asphalt content (AC) shall be within ± 0.3 percent of the approved mix design.

**403.5.4 Air Voids.** Air voids shall be within ± 1.0 percent of the approved mix design at  $N_{des}$  gyrations.

**403.5.5 Cracking Tolerance Index.** Minimum  $CT_{Index}$  shall be 50 for all mixtures except SMA. SMA mixtures shall have a minimum  $CT_{Index}$  of 135.

**403.5.6 Rutting Tolerance Index.** Minimum  $RT_{Index}$  shall be based upon the high temperature asphalt binder grade in the contract in accordance with the following:

PG Grade High Temperature*	Minimum $RT_{Index}^{(a)}$
58-28H / 64-22	50
64-22H / 70-22	65
64-22V / 76-22	80

\*Determined by the binder grade specified in the contract.

<sup>(a)</sup>Mixtures not meeting the minimum  $RT_{Index}$  shall be tested by the Hamburg Wheel Track Test and meet a minimum of 1/2" rutting at the number of wheel passes required by the contract grade of the mixture.

**403.5.7 Tensile Strength Ratio (TSR).** The TSR shall be greater than or equal to 75 percent as determined from loose mixture taken from the plant and tested in accordance with AASHTO T 283. The minimum allowable conditioned tensile strength of the mixture shall be 60 psi. The liquid anti-strip dosage during production shall match the dosage listed on the JMF.

**403.5.8 Fibers.** The fiber proportioning and delivery system for SMA mixtures shall have an accuracy of 10 percent by weight of the material actually being measured in any given period of time.

**403.5.9 Moisture Content.** The asphaltic concrete mixture, when sampled and tested in accordance with AASHTO T 329, shall not contain more than 0.5 percent moisture by weight of the mixture.

**403.5.10 Contamination.** The asphaltic concrete mixture shall not be contaminated with deleterious agents such as unburned fuel, objectionable fuel residue or any other material not inherent to the job mix formula.

**403.6 Field Laboratory.** The contractor shall provide a Type 3 field laboratory in accordance with [Sec 601](#). The contractor shall furnish the bituminous mixture equipment to perform all required test methods for QC and QA work. The gyratory compactor shall be evaluated in accordance with AASHTO PP 35. An approved list will be maintained by Construction and Materials. All other equipment shall be capable of performing tests in accordance with the approved test methods.

**403.7 Bituminous Mixing Plants.** Bituminous mixing plants and preparation of material and mixtures shall be in accordance with [Sec 404](#).

**403.8 Hauling Equipment.** Trucks used for hauling bituminous mixtures shall be in accordance with [Sec 404](#).

**403.9 Pavers.** Bituminous pavers shall be self-contained units, provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing asphaltic concrete in lane widths applicable to the specified typical sections and thicknesses shown on the plans.

**403.10 Construction Requirements.**

**403.10.1 Weather Limitations.** No mixture shall be placed on any wet or frozen surface. No mixture shall be placed when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 F. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

**403.10.2 Substitutions.** With approval from the engineer, the contractor may substitute a smaller nominal maximum size mixture for a larger sized mixture. Specifications governing the substitute mixture shall apply. Except for a single surface layer, the total pavement thickness shall be maintained when the substitute mixture layer is reduced as allowed in [Sec 403.13](#) by increasing the thickness of other layers or courses. The contract unit price for the original mixture shall be used.

**403.11 Field Adjustments of Job Mix Formulas.** When test results indicate the mixture produced does not meet the specification requirements, the contractor may field adjust the job mix formula as noted herein. Field adjustments may consist of changing the percent binder as listed on the original approved job mix by no more than 0.3 percent. Additional fractions of material or new material will not be permitted as field adjustments. The engineer shall be notified immediately when any change is made in the cold feed settings, the hot bin settings or the binder content. A new  $G_{sb}$  shall be calculated using the new aggregate percentages. The gradation of the adjusted mixture shall meet the requirements of the mixture type specified in the contract. When the binder content is adjusted more than 0.3 percent, the mixture will be considered out of specification, and a new mix design shall be established.

**403.11.1 Field Mix Redesign.** When a new mix design will be required, the contractor will be permitted to establish the new mix design in the field. The mixture shall be designed in accordance with AASHTO R 35 or AASHTO R 46 and shall meet the mix design requirements, including performance testing and TSR requirements. A representative sample of the mixture shall be submitted with the new mix design to the Central Laboratory for mixture verification. The amount of mixture submitted for verification shall weigh at least 50 pounds.

**403.11.1.1 Approval.** New mix designs established in the field shall be submitted for approval to Construction and Materials. Upon approval, Construction and Materials will assign a new mix number to the mixture.

**403.11.1.2 Resume Production.** No mixture shall be placed on the project until the new field mix design is approved.

**403.12 Application of Prime or Tack.** The prime coat, if specified, shall be applied in accordance with [Sec 408](#). A tack coat is required on all existing pavement and shoulder surfaces that will be overlaid with a bituminous mixture. A tack coat is also required between all lifts of bituminous pavements placed within the driving and turn lanes, unless otherwise specified in the contract. All construction requirements of a tacked surface shall be in accordance with [Sec 407](#), and specified herein. The tack coat shall be applied uniformly and shall completely cover the surface upon which the bituminous mixture is to be placed. Placement of a bituminous mixture shall not be placed upon a tacked surface that is not uniformly covered or surfaces that have experienced excessive loss of tack due to tracking. Re-application of tack due to excess tracking or non-uniform coverage shall be at the contractor's expense.

**403.13 Spreading and Finishing.** The base course, primed or tacked surface, or preceding course or layer shall be cleaned of all dirt, packed soil or any other foreign material prior to spreading the asphaltic mixture. If lumps are present or a crust of mixture has formed, the entire

load will be rejected. The thickness and width of each course shall conform to the typical section in the contract. The contractor may elect to construct each course in multiple layers. The minimum compacted thickness shall be 0.75 inches for SP048, 1.25 inches for SP095, 1.75 inches for SP125, 2 inches for SP190, and 3 inches for SP250.

**403.13.1 Paving Widths.** The following shall apply for roadways constructed under traffic. For pavements having a width of 16 to 24 feet, inclusive, the asphaltic concrete pavement shall be laid in lanes approximately one half the full width of the completed pavement, and the full width shall be completed as soon as practical. Unless otherwise permitted, a single lane of any course shall not be constructed to a length that cannot be completed to full width of the pavement the succeeding operating day. For pavements greater than 24 feet wide, single lane width construction shall be limited to one day's production and completion to full width shall be accomplished as soon as practical. Uneven pavement shall be left in place for no more than seven days, unless approved by the engineer. Removal of pavement to be in accordance with this specification shall be at the contractor's expense.

**403.13.2 Segregation.** No thermal or physical mix segregation will be permitted in handling the mixture at the plant, from the truck or during spreading operations on the roadbed.

Paver Mounted Thermal Profiling (PMTP) shall be conducted in accordance with Sec 406.

All layers shall be feathered out, by hand raking, if necessary, in transitioning the depth of the surface to meet present grades at bridges or ends of projects, to provide a uniform, smooth riding surface free of irregularities. Where only the top layer of the surfacing continues across a bridge, the bottom layers shall be feathered out.

Any visual/physical segregation shall be tested in accordance with MoDOT Test Method TM 75. Mixture production shall immediately cease if either criteria of MoDOT Test Method TM 75 fail. Segregated mixture shall be removed and replaced to the limits determined by the engineer.

**403.13.3 Release to Traffic.** If the asphaltic concrete construction consists of more than a single layer, each layer shall be compacted as specified and allowed to cool to the ambient temperature before the next layer is placed. The contractor shall keep traffic off the asphaltic concrete until the surface of the asphaltic concrete is 140 F or below and the asphaltic concrete has cooled sufficiently to prevent flushing of the asphalt binder to the surface, marking or distorting the surface or breaking down the edges.

**403.13.4 Draindown.** Evidence of asphalt binder separation or draindown at delivery will be cause for rejection.

**403.13.5 Shoulder Substitution.** When a [Sec 403](#) mixture is specified for traffic lanes, the same mixture may be used for the adjacent shoulder, subject to the density requirements in [Sec 403.5.2](#).

**403.14 Spot Wedging and Leveling Course.** The engineer will specify the locations and thickness of spot wedging and the thickness of leveling course to obtain the smoothest possible riding surface. This procedure may result in spot wedging operations over small areas with feather-edging at high points and ends of wedge areas. Rigid control of the placement thickness of the leveling course shall be required. Leveling course, consisting of a layer of asphaltic concrete of variable thickness used to superelevate curves and eliminate irregularities in the existing base, shall be spread uniformly to the specified profile grade and cross section. The mixture shall be uniformly spread and compacted, with only minor segregation as accepted by

the engineer. Type SP125 or finer mixtures, as applicable, shall be used for the spot wedging and for the leveling course. Mixtures used as spot wedging and leveling courses shall be accepted in accordance with [Sec 403.23.8.3](#).

**403.15 Compaction.** After the asphaltic mixture has been spread, struck off and surface irregularities adjusted, the asphaltic mixture shall be compacted thoroughly and uniformly by rolling to obtain the required compaction while the mixture is in a workable condition. Excessive rolling, to the extent of aggregate degradation, will not be permitted. Rollers shall not be used in the vibratory mode when the mixture temperature is below 225 F. When warm mix technology is used, as approved by the engineer, rollers shall not be used in the vibratory mode when the mixture temperature is below 200 F .

**403.15.1 Rolling.** Any displacement occurring as a result of starting, stopping or changing direction of a roller, or from other causes, shall be avoided. Excess liquid, to prevent adhesion of the mixture to the rollers, will not be permitted. Diesel fuel, fuel oil or other detrimental products shall not be used as wetting agents. Along forms, curbs, headers, walls, and other places not accessible to the roller, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons or with mechanical tampers.

**403.15.2 Defective Mixture.** Any mixture that becomes loose and broken, mixed with dirt or is in any way defective shall be removed and replaced with fresh, hot mixture, which shall be compacted to conform with the surrounding area. Any area showing an excess or deficiency of asphalt binder shall be removed and replaced.

**403.15.3 Non-Traffic Areas.** [Sec 403](#) mixtures used for surfacing medians and similar areas, shoulders adjacent to rigid or flexible pavement and shoulders adjacent to resurfaced pavement shall be compacted to the specified densities for the mixture. Once an established rolling pattern has been demonstrated to provide the required density for shoulders, at the engineer's discretion, the pattern may be used in lieu of density tests provided no changes in the material, typical location or temperatures are made. Regardless of the method, density will still be required and subject to testing as deemed necessary by the engineer. In lieu of roller and density requirements, temporary bypasses to be maintained at the expense of the contractor shall be thoroughly compacted. The rolling shall be performed at proper time intervals and shall be continued until there is no visible evidence of further consolidation.

**403.15.4 Density Measurement.** Measurements for determining the in-place density of the mixture shall be taken no later than the day following placement. Measurements not obtained within the prescribed time limits shall be subject to the requirements of [Sec 403.22](#).

**403.15.4.1 Density Cores.** If a core is taken, material from underlying layers that remain adhered to the core shall be removed in a manner that does not harm the integrity of the specimen. If the contractor elects to place a lift of mixture greater than six times the nominal maximum aggregate size, cores shall be cut in half and the density of each half determined separately.

**403.15.4.2 Nuclear/Alternative Methods.** In-place asphalt density may be obtained by nuclear or alternative methods in accordance with MoDOT TM-41. The nuclear/alternative calibration locations shall be conducted within a trial section in accordance with [Sec 405.4.8](#).

**403.15.5 Intelligent Compaction.** Intelligent Compaction requirements in accordance with Section 405 shall not apply unless required by job special provision. Intelligent compaction shall be conducted on the traveled way to monitor the optimum roller passes at a mean temperature

above 180 F in accordance with Sec 405. Passing Segments shall have a minimum of 85% coverage at or above the optimum number of passes. Segments with between 85% and 70% coverage will be called moderate segments. Any segment with less than 70% coverage at the optimum number of passes shall be a Deficient Segment. If 70% of the target IC-MV is not obtained, the segment shall be flagged accordingly in the Veta project file. All segments with a mean temperature of less than 180 F at the optimum pass shall be considered deficient.

**403.15.6 Surface Smoothness.** The finish of the pavement surface shall be substantially free from waves or irregularities and shall be true to the established crown and grade. The pavement surface shall be thoroughly tested for smoothness by profiling or straight edging in accordance with [Sec 610](#).

**403.16 Joints.** Transverse joints shall be formed by any method that will produce a dense, vertical section for use when laying is resumed. When a transverse vertical edge is to be left and opened to traffic, a temporary depth transition shall be built as approved by the engineer. The joint formed when the fresh mixture is placed shall be dense, well sealed, and the grade, line and surface texture of the succeeding surface shall conform to that of the joined surface. If directed by the engineer, the transverse joint shall be painted with a light coating of liquid asphalt. Hand manipulation of the mixture shall be minimized to avoid unsightly surface texture.

**403.16.1 Joint Composition.** Longitudinal joints shall be formed by the use of an edging plate fixed on both sides of the finishing machine. Care shall be taken to obtain a well bonded and sealed longitudinal joint by placing the hot mixture in a manner ensuring maximum compaction at this point. If directed by the engineer for properly sealing the longitudinal joint, a light coating of bituminous material shall be applied to the exposed edge before the joint is made. Each side of the joint shall be flush and along true lines.

**403.16.2 Joint Offset.** The longitudinal joint in any layer shall offset that in the layer immediately below by a minimum of 6 inches; except, the joints in the completed surfacing shall be at the lane lines of the traveled way or other required placement width outside the travel lane. The placement width shall be adjusted such that pavement marking shall not fall on a longitudinal joint.

#### **403.17 Quality Control.**

**403.17.1 Quality Control Operations.** The contractor shall maintain equipment and qualified personnel to perform all QC field inspection, sampling and testing as required by this specification. All contractor personnel included in the QC operation shall be qualified by the MoDOT Technician Certification Program. Under no circumstances will unqualified personnel be allowed to perform QC sampling or testing. Personnel will be disqualified if acceptable methods and procedures are not followed.

**403.17.1.1 Asphalt Test Results.** The contractor shall record all test results and furnish a copy, including all raw data, to the engineer no later than the beginning of the day following the test. The contractor shall maintain all test results in an organized format and shall be available to the QA inspector at all times. Scale readings and other measurements not directly recorded by electronic media shall be recorded in an organized format. Printouts from gyratory compactors and asphalt content devices shall be retained as part of the testing records.

**403.17.2 Bituminous Quality Control Plan.** Prior to approval of the trial mix design by the engineer, the contractor shall submit a QC Plan to Construction and Materials for approval. The QC Plan shall include:

- (a) The contractor representative in charge of QC and the project level representative if different from the contractor representative. Contact information should be recorded for these individuals.
- (b) Lot and subplot sizes and how they will be designated.
- (c) Performance testing, volumetrics, and asphalt content sampling, fabrication, and testing plan.
- (d) The test method for determining asphalt content and density determination. If cores are to be cut, the number of cores shall be specified.
- (e) Intelligent Compaction (if included in contract) and Paver Mounted Thermal Profiler base station and cellular reception plan.
- (f) A proposed independent third party name, contact, address, and phone number for dispute resolution.

**403.17.2.1 Third Party.** The third party shall be independent of the contractor, MoDOT consultants and all project subcontractors or suppliers on each specific project. All testing of material for dispute resolution shall be performed by an approved laboratory. Approved laboratories shall be AASHTO Accreditation Program certified in the areas of the material being tested.

**403.17.2.2 Plant Calibration.** Plant calibration shall be performed by the contractor in accordance with [Sec 404](#), and records shall be made available to the engineer.

**403.17.2.3 Retained Samples.** All samples taken by the contractor, including but not limited to tested aggregate, volumetric and density samples, shall be retained for the engineer until the contractor's and engineer's tests are complete and accepted unless otherwise instructed. This includes  $CT_{Index}$  and  $RT_{Index}$  results. These samples shall be maintained in clean covered containers, without contamination, readily accessible to the engineer. The retained sample's identification shall consist of, but is not limited to:

- (a) Time and date sampled.
- (b) Product specification number.
- (c) Type of sample, i.e. belt, bin, stockpile.
- (d) Lot and subplot designation.
- (e) Sampler/Tester.
- (f) Project Job Number.

**403.17.2.3.1 Retained Loose Mix Material.** All loose mix samples for determination of volumetrics, performance tests, asphalt binder content and TSR shall be taken from the plant at random as designated by the engineer. Loose mix material shall be taken, identified, and retained for the engineer.

**403.17.2.4 Performance Test Specimens and Loose Mix Sample.** All loose mix samples for determination of performance tests, volumetrics, asphalt binder content and TSR shall be taken at the plant at random intervals as designated by the engineer. All QC/QA loose mix samples shall be taken by the contractor. Non-TSR performance test specimens shall be fabricated by the contractor. The engineer shall be present when taking loose mix samples and fabricating specimens for QA testing. Companion samples shall be identified and retained for the engineer.

**403.17.3 Quality Control Laboratory.** All QC mixture testing shall be performed in an approved laboratory.

**403.17.3.1 Calibration Schedule.** The contractor shall calibrate or verify all significant test equipment associated with tests covered in this specification. Intervals as set by the contractor shall not exceed the following limits:

Equipment - Test Method (AASHTO)	Requirement	Interval (Month)
Performance Testing Load Frames – R 18	Calibrate	12
Hamburg Wheel Track Test - R 18	Calibrate	12
Gyratory Compactor - T 312	Calibrate – 1.16 ± .02° internal angle	12 <sup>a</sup>
Gyratory Compactor - T 312	Verify	Daily
Gyratory Molds - T 312	Check Critical Dimensions	12
Thermometers - T 209, T 166, T 312	Calibrate	6
Vacuum System - T 209	Check Pressure	12
Pycnometer (Flask) - T 209	Calibrate	Daily
Binder Ignition Oven - T 308	Verify	12 <sup>b</sup>
Nuclear Content Gauge – T 287 or MoDOT TM 54	Drift & Stability – Manuf. Recommendation	1
Mechanical Shakers - T 27	Check Sieving Thoroughness	12
Sieves	Check Physical Condition	6
Weighted Foot Assembly - T 176	Check Weight	12
Mechanical Shaker - T 176	Check Rate & Length of Throw	12
Liquid Limit Device - T 89	Check Wear & Critical Dimensions	12
Grooving Tool - T 89	Check Critical Dimensions	12
Ovens	Verify Temp. Settings	4
Balances	Verify	12 <sup>b</sup>
Timers	Check Accuracy	6

<sup>a</sup>Calibrate and/or verify after each move.

<sup>b</sup>Verify after each move.

**403.17.3.1.1 Inventory.** An inventory of all major sampling, testing, calibration, and verification equipment, including the serial number or other identifying number shall be maintained.

**403.17.3.1.2 Calibration Records.** Calibration and verification records shall include but are not limited to:

- (a) Detailed results of the work performed (dimensions, mass, force, temperature, etc.)
- (b) Description of the equipment calibrated including identifying number.
- (c) Date the work was performed.

- (d) Identification of the individual performing the work.
- (e) Identification of the calibration or verification procedure used.
- (f) The previous calibration or verification date and next due date.
- (g) Identification of any in-house calibration or verification device used (including identification to establish traceability of items such as standard masses, proving rings, standard thermometers, balances, etc.).

**403.17.3.2 Record Retention.** Test records shall be maintained to permit verification of any test report. Records pertaining to testing, equipment calibration and verification, test reports, internal quality systems review, proficiency sample testing, test technician training and evaluation and personnel shall be retained in a secure location for a minimum of three years.

**403.17.3.3 Test Method Availability.** A current copy of all test methods and procedures shall be maintained in the QC laboratory at all times for reference by the technicians. Examples of report formats and procedures may be found in AASHTO R 18.

**403.18 Quality Assurance.** All QA field inspection, sampling and testing will be performed by a qualified MoDOT technician. The QA inspector shall have free access to any and all testing equipment used by the mixture producer and any workbooks, records or control charts maintained by the mixture producer for the QC process. The QA inspector shall also have sufficient access to the plant grounds to assure compliance with the approved QC Plan.

**403.18.1 Assurance Testing.** At the plant, the contractor shall sample, condition, fabricate, and provide the  $CT_{Index}$  and  $RT_{Index}$  test specimens and provide loose mix material for all QA testing at the provided random tonnage in the presence of the engineer. The engineer will independently test the specimens and/or mixture at the frequency listed in Sec 403.19.3. The independent samples shall be of sufficient size to retain half for possible disputes.

The engineer's test results, including all raw data, will be made available to the contractor when completed and no later than the next working day.

**403.18.2 Core Chain of Custody.** QA density cores shall be sealed in approved tamper-evident containers immediately after extraction in the presence of the engineer.

**403.18.3 Federal Highway Administration Requirements.** Performance and acceptance of QC/QA testing under these specifications shall not eliminate any FHWA requirements for acceptance of the material.

**403.19 Acceptance of Material.** Acceptance of bituminous mixture will be based on lots. With the exception of density, asphalt material will be sampled at the asphalt plant in lots or sublots on a random basis through the use of a random number system and evaluated using a Quality Level Analysis (QLA). A QLA will determine payment based on a combination of the total PWL ( $PWL_t$ ) determined for each pay factor item for each lot of material produced.

**403.19.1 Random Numbers.** The engineer will generate random numbers. Random numbers will be based upon tonnage.

**403.19.2** A lot shall consist of a maximum of 6,000 tons. The maximum subplot size shall be 1500 tons and each lot shall contain no less than 4 sublots. 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 403.23.8.1. A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with Sec 403.11 or if there is an asphalt binder grade change or an additive source change.

**403.19.3 Test and Pay Factor Items.** As a minimum, the contractor and engineer shall test in accordance with the following table. The number of random tests per subplot may be increased per the contractor's QC plan. The QC plan shall state the test and testing frequency. All random tests shall be used in the pay factor determination. Where multiple test methods are allowed, the contractor shall designate the test method to be used in the QC Plan. Final payment will be based on the indicated pay factor items.

Tested Property	Test Method	Contractor Frequency	Engineer Frequency
<b>Pay Factors</b>			
Mat Density (% of theoretical maximum density) <sup>(a)</sup>	MoDOT TM 41, AASHTO T 166 or AASHTO T 331	1 Sample / Sublot	1 Sample / Lot
Asphalt content	AASHTO T 164, or MoDOT Test Method TM-54, or AASHTO T 287, or AASHTO T 308	1 / Sublot	1 / Lot
V <sub>a</sub> , N <sub>des</sub>	AASHTO T 312 and R 35	1 / Sublot	1 / Lot
CT <sub>Index</sub>	ASTM D 8225	1 / 3000 tons	1 / 12,000 tons
<b>Pay Factor Adjustments</b>			
Unconfined Longitudinal Joint Density <sup>(a)</sup>	MoDOT TM 41, AASHTO T 166 or AASHTO T 331	1 Sample / Sublot	1 Sample / Lot
Intelligent Compaction	Sec 405	Continuous	10% of travelway of one roller
RT <sub>Index</sub>	ASTM D 8360	1 / 3000 tons	1 / 12000 tons
Tensile Strength and TSR	AASHTO T 283	1 / 12000 tons (maximum)	1 / Project
<b>Temperatures</b>			
Mix Temperature at Plant	----	1 / Sublot	1 / Day
Temperature of Base and Air	----	As Needed	As Needed

(a) Core samples shall consist of one core. Up to two additional cores, as stated in the QC Plan, may be obtained at the same offset within one foot of the randomly selected location. If more than one core is obtained, all cores shall be combined into one sample.

**403.19.3.1 Test Method Modification.**

**403.19.3.1.1 Binder Ignition Modification.** Asphalt content determination in accordance with AASHTO T 308, Section 6.9.1 shall be modified by adding the following: If the calibration factor exceeds 1.0 percent, lower the test temperature to 800 ± 8 F and repeat test. Use the calibration factor obtained at 800 F even if it exceeds 1.0 percent. If RAP is used, the binder ignition oven shall be calibrated in accordance with MoDOT Test Method TM 77. At the engineer's discretion,

testing may be waived when production does not exceed 200 tons per day. The contractor shall certify the proper proportions of a previously proven mixture were used.

**403.19.3.1.2 Rice Test.** When the water absorption of any aggregate fraction is greater than 2.0 percent, the test method for determining theoretical maximum specific gravity, AASHTO T 209, shall be modified as follows: After completing the procedure in accordance with Section 9.5.1 or 9.5.2, drain water from the sample. To prevent loss of fine particles, decant the water through a paper towel held over the top of the container. Spread the sample before an electric fan to remove surface moisture. Weigh at 15-minute intervals, and when the loss in mass is less than 0.05 percent for this interval, the sample may be considered to be surface dry. This procedure requires about 2 hours and shall be accompanied by intermittent stirring of the sample. Break conglomerations of mixture by hand. Take care to prevent loss of particles of mixture. Calculate the specific gravity of the sample by substituting the final surface-dry mass for A in denominator of Equations 2 or 3.

**403.19.3.1.3 Mixture Bulk Specific Gravity.** Determining bulk specific gravity using paraffin-coated specimens, AASHTO T 275, shall not be used when required by AASHTO T 166. Alternate methods are AASHTO T 331 and ASTM D1188. The surface of specimens prepared for testing by these methods may have the surface texture removed by sawing a minimal amount. Specimens shall be securely held in a jig or other clamping device to eliminate distortion and retain a face parallel to the original surface. Measurements for lift thickness shall be made prior to sawing.

**403.19.3.1.4 QC and QA Mix Sampling and Preparation.** All loose mix shall be sampled at the plant by the contractor during production in accordance with AASHTO R 97 and split to the appropriate size in accordance with AASHTO R 47. After QC has been notified of the random sample, the first truck shall be sampled as directed by the engineer. If the random number for multiple tests overlap, the contractor shall complete the first testing requirements and then immediately proceed with the second testing requirements. The contractor shall wait 30 minutes after sampling loose mix before fabricating specimens for  $CT_{Index}$  and  $RT_{Index}$  testing. Loose mix temperatures shall not drop below the molding temperature. The 30 minutes shall start when all the material for the loose mix sample has been obtained and the time this occurs shall be recorded. All specimens shall be fabricated as soon as possible after the 30 minute delay. QC and QA samples shall be taken and fabricated by the contractor at separate random times.

The following table details the minimum number of specimens required for QC or QA testing:

Test Method	Minimum Number of Specimens	Molded Specimen Height (mm)
<b>Required Fabrication for CT<sub>Index</sub> and RT<sub>Index</sub></b> <b>QC Frequency: 1 Set per 3000 tons</b> <b>QA Frequency 1 Set per 12000 tons</b>		
Cracking Tolerance Index (CT <sub>Index</sub> )	5 Compacted Specimens	62 <sup>(b)</sup>
Rutting Tolerance Index (RT <sub>Index</sub> )	3 Compated Specimens	62 <sup>(b)</sup>
Retained Loose Mix <sup>(a)</sup> (QA sample only)	125 lbs	N/A
<b>Required Fabrication for Volumetrics and % Asphalt Content</b> <b>QC Frequency: 1 Set per subplot</b> <b>QA Frequency 1 Set per Lot</b>		
% Asphalt Content	1 Sample	N/A
Theo. Max SG of mixture, Gmm	1 Sample	N/A
% Air Voids	2 Compacted Specimens	N <sub>Design</sub>
Retained Loose Mix <sup>(c)</sup>	30 lbs	N/A
<b>Required Sampling for TSR</b> <b>QC Frequency: 1 Sample per 12,000 tons</b> <b>QA Frequency: 1 Sample per Project</b>		
Tensile Strength Ratio (TSR)	250 lbs	N/A

- (a) Retained loose mix for Hamburg verification of mixture not meeting minimum RT<sub>Index</sub> thresholds
- (b) 95 mm specimen height for SP250 mixes
- (c) Retain at least 30 pounds of loose mix material for dispute resolution.

The CT<sub>Index</sub> test shall be based upon five compacted specimens tested, discard the single highest and lowest values, and average the three remaining values.

The RT<sub>Index</sub> test shall be based upon the average of three compacted specimens.

Volumetric testing shall be based upon the average of two compacted specimens.

**403.19.3.1.5 Molding Performance 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 compacted test specimens shall be allowed to cool to 77 +/- 5° F prior to determining the air void content.

**403.19.3.1.6 Records.** Compaction temperature, times in and out of the oven, gyratory specimen weights and times, and sample identification shall be recorded.

#### **403.20 Miscellaneous Applications.**

**403.20.1 Small Quantities.** Small quantities are less than 6000 tons for the pay item quantities of each separate mixture and the following shall apply:

(a) A field laboratory will not be required for monitoring mixtures. All required QC and QA testing shall be performed in an approved laboratory.

(b) No Performance Testing is required and acceptance shall be in accordance with Sec 403.23.8.1. Density, % AC, and % Air Voids shall be performed at a frequency of no less than one per day if production does not exceed 1000 tons and at a frequency of no less than two per day if production exceeds 1000 tons. Independent or retained sample QA tests shall be performed at least once per project, as indicated.

**403.20.2 Base Widening and Entrances.** For base widening mixture and entrance work, the following will apply:

(a) All base widening shall be constructed in accordance with [Sec 401.7](#) and subsections.

(b) The minimum density of these mixtures shall be attained as specified herein, except, compaction may be performed in accordance with [Sec 403.15.3](#).

**403.20.3 Dispute Resolution.** When there are significant discrepancies between the engineer's and the contractor's test results, dispute resolution procedures will be used.

**403.20.3.1 Cease Work.** The contractor's operations may be required to cease until the dispute is resolved if the test results indicate the mixture is subject to failure.

**403.20.3.2 Third Party Resolution.** The first step in dispute resolution will be to identify differences in procedures and correcting inappropriate procedures before moving to third party resolution. If that does not resolve the dispute, either the contractor or the engineer may request the approved QC Plan third party involvement. The recommendations of the approved third party shall be binding on both the engineer and contractor.

**403.20.3.3 Third Party Payment.** The contractor shall be responsible for the cost associated with the third party testing and resolution if the final result indicates the engineer's test results were correct. Likewise the Commission will be responsible for the cost associated with the third party testing and resolution when the final result indicates the contractor's results were correct.

**403.20.3.4 Other Adjustments.** The contractor shall not be entitled to any additional payment for costs incurred due to use of the dispute resolution procedures such as, but not limited to, those for delay, cessation of operations, costs to subcontractors, etc. The engineer may give consideration to adjustment of working days if warranted.

**403.20.3.5 Dispute with  $CT_{Index}$  and  $RT_{Index}$  Results.** If QA and QC results for  $CT_{Index}$  or  $RT_{Index}$  do not compare favorably, the first step will be to identify differences in procedures, including specimen aging. If that does not resolve the dispute, the QA  $CT_{Index}$  result shall be averaged with the QC  $CT_{Index}$  result to determine pay. If  $RT_{Index}$  results are in dispute, QC shall fabricate specimens for Hamburg testing in the presence of the Engineer using the retained loose mix material. Retained loose mix material from the QC sample shall be used to fabricate specimens

unless otherwise directed by the Engineer. Specimens shall be sent to the Engineer for Hamburg testing to determine specification compliance.

#### **403.21 General Requirements.**

**403.21.1 Sequence of Operations.** To reduce inconvenience to the traveling public during widening or surfacing, the contractor will not be permitted to place any final surface course until the base widening, the leveling course and the binder course have been completed throughout the entire combination of sections, unless otherwise authorized by the engineer. The proper condition of the base widening, the leveling course, and the binder course, at the time of placing the surface course, shall be the contractor's responsibility.

**403.21.2 Pavement Marking.** If the contractor's work has obliterated the existing pavement marking on resurfacing projects open to through traffic, the pavement marking shall be replaced in accordance with [Sec 620](#).

**403.21.3 Surfaced Approaches.** At locations designated in the contract or as specified by the engineer, approaches shall be primed in accordance with [Sec 408](#) and surfaced with Type SP125 asphaltic concrete. The asphaltic concrete surface shall be placed in accordance with the details shown on the plans or as specified by the engineer. Approaches shall not be surfaced until after the surface course adjacent to the entrance is completed. Any work required to condition and prepare the subgrade on the approaches will be at the contractor's expense.

**403.21.4 Filling Drain Basins.** If shown on the plans, existing drain basins shall be filled to the top of the lip with plant mix bituminous base course or asphaltic concrete from the pavement edge to the edge of the shoulder. Any difficulty or delay created by this requirement will be at the contractor's expense.

**403.21.5 Pavement Repairs (Blow-Ups).** A blow-up will be considered that area where excessive expansion has resulted in distress to the existing pavement. Blow-ups occurring prior to the application of the tack coat on the existing surface will normally be repaired by the Commission. Blow-ups occurring after the application of the tack coat shall be repaired by the contractor by removing the distressed concrete and replacing the pavement in accordance with [Sec 613](#).

#### **403.22 Method of Measurement.**

**403.22.1 Weight Determination.** The weight of the mixture will be determined from the batch weights if a batch-type plant is used, and will be determined by weighing each truck load on scales in accordance with [Sec 310](#) if other types of plants are used. Measurement will be made to the nearest 0.1 ton for the total tonnage of material accepted.

#### **403.22.2 Full Depth.**

**403.22.2.1** The final driving surface area, for the full depth of the pavement, will be used as the area for all underlying bituminous lifts and will not include the additional quantity needed to construct the 1:1 slope.

**403.22.2.2** Final measurement of the completed pavement will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of the pavement complete in place will be made to the nearest 0.1

square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

#### **403.22.3 Alternate Overlay.**

**403.22.3.1 Field Established Quantity.** When bid as an alternate to a Portland cement concrete overlay, the contractor shall establish the existing roadway profile and set the final overlay profile. The engineer may adjust the final profile as needed. The tons of hot mix asphalt required will be determined by the engineer from the set or adjusted profile. This quantity will be the field established plan quantity.

**403.22.3.2 Overlay Measurement.** Final measurement of the completed pavement will be based on the field established plan quantity except for authorized changes during construction. The revision or correction will be computed and added to or deducted from the contract quantity. Measurement of the pavement complete in place will be made to the nearest 0.1 ton.

**403.22.4 Pavement Testing.** The finished courses shall have the nominal thickness shown on the plans. Tests will be conducted to ensure that each course is being constructed to proper thickness, composition, and density. The contractor shall cut samples from any layer of the compacted mixture at locations designated by the engineer. QA samples shall be cut and delivered to the engineer no later than the end of the next day following the laydown operation. If the samples are not cut and delivered as stated, the asphaltic laydown operation may be suspended and a deduction of 5 percent per day of the contract unit price of the representative material may be applied, until samples are cut and delivered to the engineer. Samples may be obtained by either sawing or drilling 4-inch minimum diameter cores. Each sawed sample shall consist of a single piece of the pavement of the size designated by the engineer, but no larger than 12 inches square.

**403.22.4.1 Pavement Thickness.** Lift thickness may be determined by the average thickness of cores taken for density measurements for each lot. Total thickness samples for new full depth asphalt pavements shall be obtained after all bituminous construction is completed on the project and shall be taken at locations specified by the engineer. For the purpose of determining the constructed thickness of full depth pavement, cores shall be taken at random intervals in each traffic lane at the rate of one core per 1000 feet or increment thereof, or at any other locations as may be determined by the engineer and measured in accordance with AASHTO T 148. Sections of any asphaltic concrete determined to be 0.5 inches or more, less than the thickness shown on the plans, shall be corrected by the contractor. No payment will be made for any costs incurred by the contractor in correcting pavement deficient in thickness. Each core is representative of the pavement thickness for a distance extending one-half the distance to the next core, measured along centerline, or in the case of a beginning or ending core, the distance will extend to the end of the pavement.

**403.22.4.2 Surface Restoration.** The surface from which samples have been taken, including those for density measurements, shall be restored by the contractor with the mixture then being produced no later than the next day of plant operation, if construction is still active. If bituminous construction has been completed, the surface from which samples have been taken shall be restored within 48 hours with an approved commercial mixture or with cold patch mixtures acceptable to the engineer.

### 403.23 Basis of Payment.

**403.23.1 Percent Within Limits.** PWL will be based on the mean, standard deviation and quality index of each lot's test results. The upper PWL ( $PWL_u$ ) and lower PWL ( $PWL_l$ ) is determined from the table in [Sec 502.15.8](#). For Upper or Lower Quality Index values less than zero, the value in the Table shall be subtracted from 100. Total percent within limits,  $PWL_t$ , is:  $PWL_t = (PWL_u + PWL_l) - 100$ . For Density of SMA mixes the  $PWL_u$  shall be 100.

The mean is:  $x_a = (\sum x_j)/n$

Where:  $x_a$  = Average of the individual values being considered

$\sum x_j$  = The summation of all the individual values being considered

$n$  = The number of individual values under consideration

The Standard Deviation is:  $s = (\sum(x_i - x_a)^2/(n - 1))^{1/2}$

The Upper Quality Index is:  $Q_u = (USL - x_a)/s$

The Lower Quality Index is:  $Q_l = (x_a - LSL)/s$

Where:  $Q_u$  = Upper Quality Index

$Q_l$  = Lower Quality Index

USL = Pay Factor Item Upper Spec Limit

LSL = Pay Factor Item Lower Spec Limit

**403.23.1.1 Quality Level Analysis.** The engineer will make the QLA no more than 24 hours after receipt of the contractor's test results, by determining the  $PWL_t$  for each designated pay factor item.

**403.23.1.1.1 Acceptance.** The contractor's test results will be used when applicable to determine the PWL, provided the contractor's QC tests and the engineer's QA tests compare favorably, and provided the engineer's inspection and monitoring activities indicate the contractor is following the approved QC Plan.

**403.23.1.1.2 Comparison.** Favorable comparison will be obtained when the engineer's QA test results on a production sample are within two standard deviations or the comparison limit, whichever is greater, of the mean of the contractor's test results for that particular lot. Comparison limits for QC average results are as follows: air voids within  $\pm 0.5$  percent, asphalt content within  $\pm 0.2$  percent, and density within  $\pm 1.3\%$ . QA  $CT_{index}$  results shall be within  $\pm 30$  of the QC testing that falls nearest result for SuperPave and  $\pm 60$  for SMA. For the  $CT_{index}$  test, if all QC and QA are greater than 80 for SuperPave mixes and greater than 190 for SMA mixes, then results are considered comparable. QA  $RT_{index}$  results shall be within  $\pm 15$  percent of the QC testing that falls nearest. Further comparisons may be made by using F & t testing at a significance level of 1 percent as directed by the engineer.

**403.23.1.1.3 Outliers.** No test result shall be discarded, except individual test results on a lot basis may be checked for an outlier in accordance with the statistic T in ASTM E 178, at a significance level of 5 percent. If an outlier is found, material from the retained QA sample may be tested, in the presence of the engineer, to determine a replacement test value. The replacement test value shall be used in the PWL determination.

**403.23.1.1.4 Roadway/Shoulder Lots.** For the purpose of QLA, mixture placed on the traveled way and placed on the traveled way and shoulders integrally, shall be accounted for in a regular

lot/sublot routine. Mixture placed on shoulders only shall be accounted for in a shoulder lot/sublot routine.

**403.23.1.1.5 Random Sampling.** For the purpose of QLA, all mixture produced at the plant and placed on the roadway shall be subject to random testing. Mainline density measurements at the roadway shall not be taken within 6 inches of an unconfined longitudinal joint. Random samples taken in the same day may be separated by 200 tons.

**403.23.2 Pay Factors.** The total pay factor ( $PF_T$ ) for each lot will be equal to the weighted sum of the pay factors (PF) for each pay factor item for each lot, and is determined as follows:

$$PF_T = + (0.5) PF_{\text{Density}} + (0.25) PF_{\text{Va}} + (0.25) PF_{\text{AC}}$$

The  $PF_T$  for each lot, on the shoulder or otherwise when the density pay factor is not directly included, will be equal to the weighted sum of the PF for each pay factor item for each lot, and will be determined as follows:

$$PF_T = (0.5) PF_{\text{Va}} + (0.5) PF_{\text{AC}}$$

The PF for each pay factor item for each lot will be based on the  $PWL_t$  of each pay factor item of each lot and will be determined as follows:

When  $PWL_t$  is greater than or equal to 90:  $PF = 0.3 PWL_t + 73$ ;

When  $PWL_t$  is greater than or equal to 70 and  $PWL_t$  is less than 90:  $PF = 0.5 PWL_t + 55$ ;

When  $PWL_t$  is less than 70:  $PF = 2 PWL_t - 50$ ;

**403.23.2.1 Density Pay Factor.** The theoretical maximum specific gravity of the mixture, as determined for each subplot and the bulk specific gravity of no less than one core from each subplot, will be used to perform the QLA for the percent of theoretical maximum density. Thick cores required to be cut in half in accordance with [Sec 403.15.4](#) shall effectively double the number of sublots for cores. When density is not used as a pay factor, additional adjustment of the contract unit price will be based on the table in [Sec 403.23.8.1](#).

**403.23.2.2 Asphalt Content Pay Factor.** The QLA will be performed using the asphalt content test results from each lot.

**403.23.2.3 Air Voids Pay Factor.** Two gyratory specimens shall be compacted for each subplot and the average of the two specimens will be used to calculate the volumetrics of the subplot. The air voids shall be determined from the gyratory compacted specimens. The air voids for the QLA shall be those calculated using the average bulk specific gravity of the gyratory compacted specimens and the theoretical maximum specific gravity of the mixture determined for the subplot of material.

**403.23.2.4  $CT_{\text{Index}}$  and TSR Pay Factor.** The contract unit price for each 3,000 tons or fraction thereof for all mixtures shall be adjusted based on the average  $CT_{\text{Index}}$  results for the tonnage according to the following table provided that acceptable  $RT_{\text{Index}}$  or Hamburg and TSR results are obtained. The lower adjusted contract unit price from the  $CT_{\text{Index}}$  and TSR results shall apply.

SuperPave Mixtures		
Cracking Tolerance Index (CT <sub>Index</sub> )	Tensile Strength Ratio (TSR) <sup>(a)</sup>	Percent of Contract Price
40 – 49	70 – 74 %	97%
50 – 99	75 – 84 %	100%
100 or Greater	85 % or Greater	103%
SMA Mixtures		
Cracking Tolerance Index (CT <sub>Index</sub> )	Tensile Strength Ratio (TSR) <sup>(a)</sup>	Percent of Contract Price
80 – 134	70 – 74 %	97%
135 – 239	75 – 84 %	100%
240 or Greater	85 % or Greater	103%

(a) If an approved liquid anti-strip is used, the TSR limit to receive full incentive is 80 %.

The QLA shall be performed using each Density, % Air Void, and % Asphalt Content result within the lot.

**403.23.3 Removal of Material.** All lots of material with a PF<sub>T</sub> less than 50.0 shall be removed and replaced with acceptable material by the contractor.

Any subplot of material with a percent of theoretical maximum density of less than 90.5 percent or greater than 98.5 percent shall be removed and replaced with acceptable material by the contractor. For SMA mixtures, any subplot 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 material with a CT<sub>Index</sub> less than 40 shall be removed and replaced with acceptable material by the contractor. For SMA mixtures, any material with a CT<sub>Index</sub> less than 80 shall be removed and replaced with acceptable material by the contractor.

Any subplot of material with air voids in the compacted specimens less than 1.5 percent or tonnage of material not meeting the minimum RT<sub>Index</sub> shall be evaluated with Hamburg testing and removed and replaced with acceptable material by the contractor if the rut depth is greater than 1/2-inch at the designated number of wheel passes.

Any material with TSR results below 70% or minimum conditioned tensile strength below 60 psi are considered unacceptable and will be subject to removal, production shall cease, the mixture reverified, and other payfactors incentives shall not be applied.

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.

**403.23.4 Pay Factor Adjustments.** If any payment reductions are necessary, the lower adjusted contract unit price of the total payfactor (PF<sub>T</sub>) and unconfined longitudinal joint density adjustment will apply. Intelligent Compaction (IC) adjustment (if required by contract) may affect PF<sub>Density</sub>. Pay factor adjustments are as follows:

**403.23.4.1 Unconfined Longitudinal Joint Density Adjustment.** The minimum density of all traveled way pavement within 6 inches of a longitudinal joint, including the pavement on the traveled way side of the shoulder joint, shall not be less than 90.5 percent of the theoretical maximum specific gravity for SuperPave mixtures and above 92.0 percent of the theoretical maximum specific gravity for SMA mixtures. The density of the longitudinal joint when confined will be included in the evaluation of the remainder of the mat. Pay adjustments will be in accordance with the following table and will be applied to the corresponding tonnage represented by the core(s).

Pay adjustments due to longitudinal joint density will apply to the full width of the lane paved. The average of joint cores from each subplot will determine specification compliance. If payment reductions are necessary, the lowest PF<sub>Total</sub> shall apply. Adjustments due to joint density will apply to the subplot from which the cores are obtained.

<b>Longitudinal Joint Density</b>	
Field Density (Percent of Laboratory Max. Theoretical Specific Gravity)	Percent of Contract Unit Price
<b>SuperPave Mixtures</b>	
≥ 90.5	PF <sub>Total</sub> not changed by longitudinal joint density
89.5 – 90.4	Maximum PF <sub>Total</sub> = 100%; Correction Required <sup>(a)</sup>
< 89.5	Remove and Replace
<b>SMA Mixtures</b>	
≥ 92.0	PF <sub>Total</sub> not changed by longitudinal joint density
90.0 – 91.9	Maximum PF <sub>Total</sub> = 100%; Correction Required <sup>(a)</sup>
< 90.0	Remove and Replace

(a) Correction requires spraying rapid penetrating emulsion on deficient density areas in accordance with JSP2303. All costs associated with correction shall be at the contractor's expense with no additional payment.

**403.23.4.2 Intelligent Compaction Adjustment.** When Intelligent Compaction is included as a pay item in the contract, sublots shall have a minimum of 85 % roller coverage and a mean temperature above 180 °F at the optimum number of roller passes of the traveled way. Pay adjustments will be in accordance with the following table and will be applied to the corresponding subplot that falls within the corresponding IC segment:

<b>Intelligent Compaction</b>	
Percent Roller Coverage at Optimum Pass Count	Percent of Contract Unit Price
≥ 85 %	Payment adjustment due to intelligent compaction does not apply
< 85	Verify core density in accordance with Sec 405

If roller coverage is less than 85%, the lower adjusted contract unit price of the PWL or unconfined joint density adjustment will apply. Adjustments due to roller coverage will apply to the corresponding sublots. The roller coverage per subplot shall be the average roller coverage for the days the subplot was paved weighted by the tons paved per day.

Any subplot with roller coverage less than 70 percent shall be subject to the core density verification as directed by the engineer. Pay adjustments shall be in accordance with Sec 405.

**403.23.4.3 Smoothness Adjustment.** The contract unit price for all mixes, except wedge or level course, will be adjusted in accordance with [Sec 610.5](#). The contract unit prices for asphaltic concrete pavement will be considered full compensation for all materials entering into the construction of the pavement and for the cost of the smoothness testing and correction.

**403.23.4.4 Paver Mounted Thermal Profiler.** The contract unit price for all mixes, except wedge or level course, will be adjusted in accordance with Sec 406. The contract unit prices for asphaltic concrete pavement will be considered full compensation for all materials entering into the construction of the pavement and for the cost of the PMTP testing and correction.

**403.23.4.5 Intelligent Compaction.** If Intelligent compaction is not included as a pay item in the contract, then all specification requirements and pay adjustments pertaining to Intelligent Compaction will not apply. If pay items for Intelligent Compaction are included in the contract, then all specification requirements and pay adjustments pertaining to Intelligent Compaction shall apply.

**403.23.5 Aggregate Variation.** Due to possible variations in the specific gravity of the aggregates, the tonnage of mixture used may vary from the proposal quantities. No adjustment in contract unit price will be made because of such variation.

**403.23.6 Compacted Samples.** Payment for obtaining and delivering samples of compacted mixture from the pavement and replacing the surface will be made per sample at the fixed price specified in [Sec 109](#). No direct payment will be made for samples taken for QC and QA testing.

**403.23.7 Payment for Pavement Repairs (Blow-ups).** Payment for repairing blow-ups will be made in accordance with [Sec 104](#).

**403.23.8 Miscellaneous Applications.**

**403.23.8.1 Small Quantities.** Small quantities are defined in [Sec 403.20.1](#). 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 shall not apply.

(b) Mixtures shall be within the specified limits for % Air Voids, % 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)
<b>For all SP mixtures other than SMA:</b>	
92.5 to 98.0 inclusive	100
90.5 to 92.4 inclusive	Correction <sup>(a)</sup>
Above 98.0 or Below 90.5	Remove and Replace
<b>For SMA mixtures:</b>	
>94.0	100
92.0 to 93.9 inclusive	Correction <sup>(a)</sup>
Above 98.0 or Below 92.0	Remove and Replace

(a) Correction requires spraying rapid penetrating emulsion on deficient density areas in accordance with JSP2303. All costs associated with correction shall be at the contractor's expense with no additional payment.

**403.23.8.2 Base Widening and Entrances.** For base widening mixtures and entrance work, QLA and PWL will not be required. Payment for these mixtures will be made at 100 percent of contract unit price for material that otherwise meets the specifications.

**403.23.8.3 Single Lift on Unmilled Surface or Leveling Course Work.** For resurfacing projects specifying a single lift on an unrolled surface, surface mixture of 3,000 tons or more, or for leveling course work, the following shall apply to the traveled way mixture. All bituminous mixture QC/QA requirements shall apply, except the density pay factor designated in [Sec 403.23.2](#) will not be directly included in the total pay factor. In lieu of that, one density sample shall be taken per subplot and the pay adjustment for density will be made using the table in [Sec 403.23.8.1](#).

**3.0** *Insert Sec 406 Paver-Mounted Thermal Profiles:*

**406 Paver-Mounted Thermal Profiles**

**406.1 Description.** This work shall consist of continuous thermal profiling of the asphalt mat temperature behind the trailing edge of the paver screed plate during placement operations using a Paver-Mounted Thermal Profile System (PMTPS). This work shall be completed in accordance with the general principles set forth in AASHTO R 110 "Standard Practice for Continuous Thermal Profile of Asphalt Mixture Construction", and specifically as stated in the following sections.

**406.2 Required Measurements.** PMTPS measurements are required on the full width of paving of each asphalt lift. Collection of data shall include shoulder pavement when placed simultaneously with the mainline. The shoulder paving data will be filtered out using Veta during data processing. PMTPS data collection is not required in the following exceptions:

- (1) PMTPS measurements are not required on auxiliary lane tapers, ramps, shoulders (not paved simultaneously with mainline), cross-overs, non-continuous turn lanes, loops, bypass lanes, acceleration/deceleration lanes, intersecting streets, roundabouts, and partial lane width widenings.
- (2) PMTPS measurements are not required for a total net paving length less than 2 lane miles.
- (3) PMTPS measurements are not required on asphalt lift thicknesses less than 1-inch.

**406.3 Equipment Requirements.** The PMTPS shall consist of the following components listed.

- (1) Temperature sensor to continuously monitor surface temperature of mat.
  - a. Longitudinal and lateral surface temperature readings shall be collected at 12-inch or less intervals at all paving speeds with an X-Y accuracy of plus or minus 1-inch.
  - b. Surface temperatures shall be collected for the full width paved in one pass (including any shoulders paved simultaneously with mainline).
  - c. Surface temperature sensors(s) shall have a temperature range of at least 140 °F to 480 °F. Sensory accuracy shall be plus or minus 3.6 °F, or plus or minus 2.0 percent of sensor reading, whichever is greater.
- (2) Global Navigation Satellite System (GNSS) receiver to capture coordinates of the surface temperature readings. GNSS accuracy shall be plus or minus 2 inches or less in X and Y directions when intelligent compaction is being used. A base station shall be required at any locations having poor cellular reception to obtain required accuracy. When intelligent compaction is not being used GNSS accuracy shall be plus or minus 4 ft or less in the X and Y directions and ground distance sensor shall be within plus or minus 1/1000 ft.
- (3) Onboard data acquisition with a minimum of the following capabilities:
  - a. Displays (in real-time) map of the surface temperature readings.
  - b. Displays total distance, paver speed and location.
  - c. Reports surface temperature readings and GNSS status.
  - d. Provides real-time statistical summaries of surface temperature readings.
  - e. Allows operator to define data lot currently being placed per AASHTO PP 114.
  - f. Stores data internally until data transfer.
  - g. Automatically transfers data to cloud storage or other approved methods.

**406.3.1 System Setup on Pavers.** Pavers shall be instrumented with the PMTP system for the full paving width and shall collect measurements no less than 3-feet and no greater than 12-feet from the trailing edge of the screed plate. Other objects shall not obstruct surface temperature measurements and GNSS accuracy.

**406.4 Construction Requirements.**

**406.4.1 Temperature Verification.** Temperature verification shall follow AASHTO R110-22, Section 6 Calibration. A record of each verification shall be submitted to the SharePoint prior to the start of the project.

**406.4.2 Data Management.** PMTP data files shall be compatible with the Veta software. The contractor shall supply the engineer with the manufacturer's PMTPS Computer Software 14 days

prior to beginning work and until ninety days after completion of all work. If Cloud Storage or Cloud Computing is used, the engineer shall be supplied one user ID with full access for the same time-period specified. If cloud storage is not used Raw PMTP data files shall be downloaded once per day and uploaded to the appropriate MoDOT IC-PMTP SharePoint site before the start of the next day's production. The following data management requirements shall apply:

- (1) The PMTP data files should be directly transferred from cloud storage to Veta. Other methods shall be approved by the engineer.
- (2) The PMTP Veta files shall be appropriately formatted and filtered in accordance with MoDOT IC-PMTP protocol.
- (3) Date and time stamp of PMTP shall be checked and verified to reflect the local time zone for both mapped and exported data.

**406.4.3 Quality Control.** The following shall apply to the Contractor's Quality Control for PMTP.

- (1) The contractor shall have a properly trained person listed in the QC Plan that has completed a Veta training course within the last 2 years to perform the PMTP data collection and file management for the project.
- (2) The PMTP system shall have a documented annual calibration before beginning construction.
- (3) For each run, the thermal profile shall be divided into 150-foot sublots at the full paving width and partial data sublots as follows:
  - (a) Combine partial data sublots less than 75-feet with the previous data subplot.
  - (b) Treat partial sublots greater than 75-feet as one data subplot.
  - (c) Sublots shall not extend over multiple days, different lifts, or paving directions.
- (4) Veta files shall be completed and uploaded with the appropriate naming convention in accordance with MoDOT IC-PMTPS Protocol. Appropriate naming convention can be found in the IC-PMTP Document Helper located in the [Intelligent Compaction SharePoint site](#). The completed Veta files shall have the appropriate filters applied with the summary data transferred to the Summary Report. An up-to-date Summary Report shall be provided to the engineer two days prior to the 1<sup>st</sup> and 15<sup>th</sup> of each month.
- (5) **PMTP Quality Control Plan.** A pre-activity meeting shall be required prior to mainline paving. The PMTP Quality Control Plan shall be submitted to the engineer at least 2 weeks prior to the mainline paving pre-activity meeting. The plan at minimum shall include the following:
  - (a) A list of personnel previously trained
  - (b) Detailed daily verification procedure for checking the RTK-GNSS of PMTP
  - (c) Procedure for downloading PMTP data from the instrument
  - (c) The procedure for training operators or other project staff

- (e) Detailed daily verification procedure for checking the temperature sensor on the PMTP
- (f) The name of the designated PMTP Quality Control Technician
- (g) Procedure for submitting data
- (h) Contact information for technical support staff
- (i) Anticipated cellular service and GNSS coverage throughout entire project
- (j) A list of the control points with either UTM or State Plane Coordinates established by the contractor if a base station is required.

**406.4.4 Quality Assurance (QA) Testing.** The Engineer will use a Forward Looking InfraRed (FLIR) camera to verify the contractor’s PMTP system. QA tests shall be taken at random locations twice per day. The contractor shall assist the engineer with the placement of the event marker.

The QA tests using the FLIR data QA tool shall compare favorably, according to the instructions found in the IC-PMTP Document Helper located in the [Intelligent Compaction SharePoint site](#). If results do not compare favorably, the contractor’s PMTPS shall be verified by the manufacturer. In the case that the PMTPS is required to be sent off to the manufacturer and the contractor is not able to provide a replacement, the contractor will be allowed to continue paving with the verification by the engineer using a FLIR camera for acceptance only.

**406.4.5 Thermal Segregation.** Thermal segregation will be calculated by using the Differential Range Statistics (DRS) under the parameters of AASHTO R110 in each 150-foot subplot.

The Veta analysis with the appropriate filters applied shall exclude the following surface temperature readings from each subplot:

- (1) Surface temperature readings less than 180°F.
- (2) Surface temperature readings within 2 ft. prior to and 8 ft. after paver stops that are greater than 1 minute in length.

The thermal segregation categories are based on the Differential Range Statistics (DRS), as shown in the table below.

Differential Range Statistics (DRS)	Thermal Segregation Category
DRS ≤ 25.0°F	Low
25°F < DRS ≤ 35°F	Moderate
35°F < DRS ≤ 50°F	Moderate-High
DRS ≥ 50°F	Severe

**406.4.6.1 Incentive/Disincentive.** Incentive/disincentive adjustments shall be made for each subplot in accordance with the following:

Thermal Segregation Category	Adjustment per 150 ft. Sublot
Low	\$40 Incentive
Moderate	\$40 to \$0 Incentive (Linear)
Moderate-High	\$0 to -\$40 Disincentive (Linear)
Severe	-\$40 Disincentive and Reviewed by Engineer

**406.5 Loss of Data.** If data collection ceases as a result of circumstances reasonably beyond the control of the contractor, the contractor will be allowed to continue the days paving, but the paved sublots will not be eligible for 406 PMTP Incentive. The engineer must be notified immediately of the issue and shall determine if the contractor has made a reasonable effort to resolve the issue. A meeting with the engineer shall be held to determine how to proceed if the issue is expected to extend into the next day's paving. Failure to notify the engineer of the issue at hand will result in the paved sublots to receive a minus \$40 deduct.

**406.5.1 GNSS Obstructions.** A base station shall be used at any locations having poor cellular reception. Isolated areas influenced by a GNSS obstruction may be excluded from DRS computation provided that the following conditions are satisfied:

- (1) The position data is present
- (2) The GNSS Reception Mode as recorded by the onsite equipment indicates that an obstruction is present
- (3) The location is properly flagged in the Veta project file and the location is identified in the bi-weekly report
- (4) The total of these areas is no more than 5% of any single day's production.

**406.5.2 QA Acceptance.** When PMTP data is not available, paved sublots will be accepted by verification using the FLIR camera. Temperature differentials greater than 50°F are subject to removal.

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

H. Special Provisions for Protection of BNSF Railway Company Interests – J1P3367

To Report an Emergency on the railroad call: (800) 832-5452  
Carroll County. Route 65, US DOT# 068957H MP 134.02 BNSF Brookfield Sub near Tina, MO.  
**Current FRA data shows 2 daytime trains and 2 nighttime trains and 0 passenger trains.**

**1.0 Authority of Railroad Engineer and Commission's Representative.**

**1.1** The authorized representative of BNSF Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

**1.2** The authorized representative of the Missouri Highways and Transportation Commission, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the project specifications.

**2.0 Contractor's indemnity Obligations to the Railroad.**

**2.1** The term "contractor" as used in this special provision includes any and all subcontractors. The contractor shall indemnify, defend and hold harmless the Railroad from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of whatsoever nature

arising out of injury to or death of persons whomsoever, or out of damage to or destruction of property whatsoever, including, without limitation, damage to fiber optic, communication and other cable lines and systems, where such injury, death, damage or destruction results from any cause arising out of work performed by the contractor pursuant to the agreement between Railroad and the Commission for the project, and shall also release the Railroad from and shall waive any claims for injury or damage to equipment or other property, which may result from the construction, maintenance and operation of railroad tracks, wire lines, fiber optic cable, pipe lines and other facilities on said right of way of the Railroad by the contractor. **THE LIABILITY ASSUMED BY THE CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILROAD, THE RAILROAD'S AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROVEN BY ANY CLAIMANT TO HAVE BEEN PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE OR GROSS NEGLIGENCE OF THE RAILROAD.** The contractor's indemnity shall include loss of profits or revenue arising from damage or destruction to fiber optic, communication and other cable lines and systems.

**2.2** In addition to the indemnity obligations contained in the preceding paragraph, the contractor shall indemnify, defend, and hold harmless the Railroad from any claims, expenses, costs, actions, demands, losses, fines, penalties, and fees, of whatsoever nature arising from, related to or connected, in whole or in part, with the following:

- (a) The removal of the contractor's agents, servants, employees or invitees from the Railroad's property for safety reasons.
- (b) Contractor's compliance or failure to comply with the provision of applicable law in connection with the performance of contractor's work.

### **3.0 Notice of Starting Work.**

**3.1** The contractor shall not commence any work on Railroad's right of way until the contractor has complied with the following conditions:

- (a) The contractor shall be required to apply for, execute and comply with all provisions of a permit obtained by accessing the following link: <http://bnsf.railpermitting.com>

**3.2** The Railroad's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

### **4.0 Interference with Railroad Operations.**

**4.1** The contractor shall arrange and conduct all work so that there shall be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services; or damage to the Railroad's property; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on the Railroad's right of way. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the contractor from liability. Any work to be

performed by the contractor that requires flagging service or inspection service shall be deferred by the contractor until the flagging service required by the Railroad is available at the job site.

**4.2** Whenever work within the Railroad's right of way is of such a nature that impediment to the Railroad's operations is unavoidable, such as use of runaround tracks or necessity for reduced speed, the contractor shall schedule and conduct these operations so that such impediment is reduced to the absolute minimum.

**4.3** Should conditions arising from, or in connection with the work require that immediate and unusual provisions be made to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Engineer, or the Engineer if the Railroad Engineer is absent, such provision is insufficient, the Railroad Engineer or Engineer may require or provide such provisions as deem necessary. In any event, such provisions shall be at the contractor's expense and without cost to the Railroad or the Commission.

**4.4** The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

## **5.0 Track Clearances.**

**5.1** The minimum track clearances to be maintained by the contractor during construction are shown on the project plans. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

- (a) Notify the Railroad Engineer at least 72 hours in advance of the work.
- (b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
- (c) Receive permission from the Railroad Engineer to proceed with the work.
- (d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

**5.2** The contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Missouri state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

## **6.0 Construction Procedures.**

**6.1 General.** Construction work on the Railroad's property shall be:

- (a) Subject to the inspection and review of the Railroad.
- (b) In accordance with the Railroad's written outline of specific conditions.

(c) In accordance with this special provision.

**6.2 Excavation.** The subgrade of an operated track shall be maintained with the berm edge at least 12 feet from centerline of track and not more than 26 inches below top of the rail. The contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained. The contractor shall cease all work and notify the Railroad immediately before continuing excavation in the work area if obstructions are encountered which do not appear on the drawings. If the obstruction is a utility and the owner of the utility can be identified, then the contractor shall also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions. Additionally, all excavations shall be conducted in compliance with applicable Occupational Safety and Health Act regulations and, regardless of depth, shall be shored where there is any danger to tracks, structures or personnel. Any excavations, holes or trenches on the Railroad's property shall be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that Railroad's employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations shall be back filled as soon as possible.

**6.3 Excavation for Structure.** The contractor shall be required to take special precaution and care in connection with excavating, shoring pits and in driving piles for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which the tracks carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by the Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans in accordance with the Missouri Standard Specifications for Highway Construction, hereinafter called "Standard Specifications". The responsibility for the design and construction of the sheeting rests solely with the contractor. The temporary shoring along the railroad tracks shall be designed for the Cooper E80 loading. The design shall insure that the shoring is braced or substantially securely to prevent movement. The contractor shall submit plans for the temporary shoring that shall be signed, sealed, and stamped in accordance with the laws relating to Architects and Professional Engineers, Chapter 327, RSMo. and then submitted for review by the Engineer.

**6.4 Demolition of Existing Structures.** The contractor shall be required to take special precaution and care in connection with demolition of existing structures. The procedure for doing such work, including need of and plans for temporary falsework, shall first be approved by Railroad Engineer before work is performed, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans.

**6.5 Falsework.** The contractor shall be required to take special precaution and care to prevent any material from falling on the Railroad's right of way. The procedure for preventing material from falling, including need of and plans for temporary falsework, shall first be approved by the Railroad Engineer, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Engineer for approval, the Engineer will first review such plans.

## **6.6 Blasting.**

**6.6.1** The contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to the Railroad's property. If permission for use of explosives is granted, the contractor shall be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the contractor.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of the Railroad Engineer. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed as mentioned in Section 2.2 of this job special provision, the contractor shall be required to arrange for the presence of the Railroad Engineer and such flagging as the Railroad may require.
- (d) The contractor shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting, at contractor's expense, any track misalignment or other damage to the Railroad's property resulting from the blasting as directed by the Railroad Engineer. If contractor's actions result in delay of trains, the contractor shall bear the entire cost thereof.

**6.6.2** The Railroad Engineer will:

- (a) Determine the approximate location of trains and advise the contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if blasting is too hazardous or is not in accordance with this special provision.

**6.7 Maintenance of Railroad Facilities.** The contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from contractor's operations. The contractor shall promptly repair eroded areas within Railroad's right of way and repair any other damage to the Railroad's property, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

## **6.8 Storage of Materials and Equipment.**

**6.8.1** The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered by construction easement, contractor's permit, lease or agreement. Additionally, the contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail at-grade crossings. Further, both sides of a main track shall remain unobstructed for a distance of 10 feet from the exterior edge of the track at all times to allow for stopped train inspection.

**6.8.2** Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and with blade, pan or bucket lowered to the ground

if so equipped. All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that unauthorized persons cannot move such equipment.

**6.9 Cleanup.** Upon completion of the work, the contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the contractor, and leave said right of way in a neat condition satisfactory to the Railroad Engineer.

#### **6.10 Buried Cable and Other Buried Facilities.**

**6.10.1** The contractor is placed on notice that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on Railroad's property or right of way. The locations of the buried Lines, pipelines or utility facilities have been included on the plans based on information from the telecommunications companies, pipeline operators, or utilities, as the case may be. The contractor shall be responsible for contacting the Railroad Engineer, the Railroad's 24-hour information number (1-800-533-2891), the telecommunications companies, pipeline operators and utilities and notifying them of any work that may damage the buried Lines, pipelines, utility facilities and/or interfere with their service. The contractor shall verify the location of all buried Lines, pipelines and utility facilities shown on the plans or marked in the field in order to establish their exact locations prior to or while doing work on the Railroad's property or right of way. The contractor shall also use all reasonable methods when working on the Railroad's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on the Railroad's property or right of way.

**6.10.2** Failure to mark or identify the buried Lines, pipelines or utility facilities will be sufficient cause for the Railroad Engineer to stop construction at no cost to the Commission or Railroad until these items are completed. The contractor shall be responsible for the rearrangement of any buried facilities, Lines, pipelines or utility facilities determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications companies, pipeline operators and utility facility owners in performing such rearrangements.

**7.0 Damages.** The Railroad will not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by railroad traffic. Any cost incurred by the Railroad for repairing damages to Railroad's property or to property of the Railroad's tenants, licensees, easement grantees and invitees caused by or resulting from the contractor's operations shall be paid directly to the Railroad by contractor.

#### **8.0 Flagging Services.**

**8.1 When Required.** Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by the Railroad Engineer or performs work

that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

## **8.2 Scheduling and Notification.**

**8.2.1** Not later than the time that approval is initially requested to begin work on the Railroad's right of way (30 days), contractor shall furnish to the Railroad and the Commission a schedule for all work required to complete the portion of the project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be provided until the job site meeting has been conducted and the contractor's work scheduled.

**8.2.2** The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to:

Mr. Tim Dearwester  
BNSF Railroad  
217-430-0968  
[timothy.dearwester@bnsf.com](mailto:timothy.dearwester@bnsf.com)

**8.2.3** If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

## **8.3 Payment.**

**8.3.1** The Contractor will pay the Railroad or appropriate flagging contractor directly for the cost of flagging services associated with the project and notify the MoDOT Resident Engineer of such payments.

**8.3.2** The Contractor shall be responsible for arranging needing flagging services as required by the Railroad to accomplish the highway improvement.

**8.3.3** The cost of flagging service is estimated at approximately \$1,500 per day based on an 8-hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging. The charge to the

contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses incurred preparing and handling invoices will also be charged to the contractor and/or the Commission. Charges to the contractor and/or the Commission by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8-hour basic day unless the flagger can be assigned to other Railroad work during the work day.

**8.3.4** In addition to the hours of providing flagging at the construction site, the flagger hours will include, but is not limited to, travel time to and from the project, time to complete paperwork for the flagging operations and time for setting warning signs/flags for the train traffic.

#### **8.4 Verification.**

**8.4.1** Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Kare Brockamp, Manager of Public Projects at (913) 551-4484. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Ms. Brockamp as shown in Section 2.1 of this job special provision.

**8.4.2** The Railroad flagger assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that flagger performs such services for each separate period that services are provided. The Engineer will document such notification in the project records.

#### **9.0 Haul Across Railroads.**

**9.1** Where the plans show or imply that materials of any nature must be hauled across the Railroad's tracks, unless the plans clearly show that the Commission has included arrangements for such haul in the agreement with the Railroad, the contractor shall be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's tracks. The contractor shall be required to bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by Railroad's personnel.

**9.2** No crossing may be established for use of the contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the contractor, is first obtained from the Railroad Engineer.

**10.0 Work for the Benefit of the Contractor.** All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, and are included in the agreement between the Commission and the Railroad or will be covered by

appropriate revisions to same which will be initiated and approved by the Commission and/or the Railroad. Should the contractor desire any changes in addition to the above, then contractor shall make separate arrangements with the Railroad for same to be accomplished at the contractor's expense.

**11.0 Cooperation and Delays.** The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants, licensees, easement grantees and invitees of the Railroad. In arranging a schedule, the contractor shall ascertain, from the Railroad, the lead time required for assembling crews, materials and make due allowance. No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic for any work done by the Railroad, other delay incident to or necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

**12.0 Trainman's Walkways.** Along the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains shall be maintained extending to a line not less than 12 feet from centerline of track. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each workday. Any excavation near the walkway, the contractor shall install a handrail with a 12 feet minimum clearance from centerline of track.

**13.0 Insurance.** The amount of work to be performed upon, over or under Railroad's right of way is estimated to be 1 percent of the contractor's total bid for the project.

**13.1** In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

(a) Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.

- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

(b) Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

(c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

(d) Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.

Job No.: J1P3367 JNW0024  
Route: 65 65  
County: Livingston Carroll

- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railway prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

### **13.2 Other Requirements:**

**13.2.1** All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

**13.2.2** Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under contractor's care, custody or control.

**13.2.3** Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

**13.2.4** Prior to commencing the Work, contractor must furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railway, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Railroad:  
BNSF Railway Company  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: BNSF@certfocus.com  
www.certfocus.com

Commission:  
Ms. Brandi Baldwin  
State Construction and Materials Engineer  
MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

**13.2.5** Any insurance policy must be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

**13.2.6** Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, Railway

may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

**13.2.7** If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railway as an additional insured, and requiring that the subcontractor release, defend and indemnify Railway to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railway herein.

**13.2.8** Failure to provide evidence as required by this section will entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

**13.2.9** The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway will not be limited by the amount of the required insurance coverage.

**13.2.10** For purposes of this section, Railway means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

**13.2.11** Railroad will not accept binders as evidence of insurance, the original policy shall be provided. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

- (a) Named Insured: BNSF Railway Company
- (b) Description and Designation:
  - Pavement resurfacing (mill/fill)
  - Carroll County Route 65
  - Job No. J1P3367
  - US DOT# 068957H MP 134.02 BNSF Brookfield Sub near Tina, MO.

**13.2.12** The contractor must notify BNSF Manager of Public Projects at [Kara.brockamp@bnsf.com](mailto:Kara.brockamp@bnsf.com) when applying for railroad insurance coverage.

**13.3** If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the prime contractor, shall be provided by or in behalf of the subcontractor to cover the subcontractor's operations. Endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

**13.4** All Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right of way as evidenced by the formal acceptance by the Commission. Insuring Companies may cancel insurance by permission of the Commission and Railroad or on 30 days written notice to the Railroad and Commission.

**14.0 Hazardous Materials Compliance and Reporting.** Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the

Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor's work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad's property or right of way so long as such hazardous materials or hazardous substances were not caused by (in whole or in part) contractor's work, acts or omissions. If contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

- (a) Notify the Railroad's Resource Operations Center at (800) 832-5452, of such discovery.
- (b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.
- (c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release

**15.0 Personal Injury Reporting.** The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 352-7595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

**16.0 Failure to Comply.** In the event the contractor violates or fails to comply with any of the requirements of this special provision, the below orders will be applied. Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

- (a) The Railroad Engineer may require that the contractor to vacate the Railroad's property.
- (b) The Engineer may withhold all monies due to the contractor until contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

**17.0 Payment for Cost of Compliance.** No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

I. Utilities

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

**J1P3367:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T Distribution 320 North 10th Street Saint Joseph, MO 65401 Phone: (314) 275-0020	<b>None</b>	Communications
BP Products North America Inc. 200 East Randolph Drive Chicago, IL 60601 Phone: (800) 548-6482	<b>None</b>	Pipeline
Carroll County PWS #1 22284 US Highway 65 Carrollton, MO 64633 Phone: (660) 542-1700	<b>None</b>	Water
Carrollton Municipal Utilities 500 South Main Street Carrollton, MO 64633 Phone: (660) 542-0360	<b>None</b>	Electric/Streetlight/Water
City of Carrollton 206 West Washington Street Carrollton, MO 64633 Phone: (660) 542-1414	<b>None</b>	Sewer
City of Chillicothe-Electric 920 Washington Street Chillicothe, MO 64601 Phone: (660) 646-0934	<b>None</b>	Electric
City of Chillicothe-Waste 920 Washington Street Chillicothe, MO 64601 Phone: (660) 646-0934	<b>None</b>	Sewer
City of Chillicothe-Water 920 Washington Street Chillicothe, MO 64601 Phone: (660) 646-0934	<b>None</b>	Water
Enterprise MidAmerica Pipeline 1100 Louisiana Street Houston, TX 77002 Phone: (832) 729-1802	<b>None</b>	Pipeline

Everygy 613 Atchison Street Saint Joseph, MO 64501 Phone: (816) 471-5275	<b>None</b>	Electric
Farmers' Electric Cooperative 201 West Business 36 Chillicothe, MO 64601 Phone: (800) 279-0496	<b>None</b>	Electric
Green Hills Companies 7926 Northeast State Route M Breckenridge, MO 64625 Phone: (660) 644-5411	<b>None</b>	Communications
Liberty Utilities 602 S Joplin Avenue Joplin, MO 64801 Phone: (660) 646-5851	<b>None</b>	Gas
Livingston County PWSD 1 7512 Highway C Dawn, MO 64638 Phone: (660) 745-3448	<b>None</b>	Water
Livingston County PWSD 3 P.O. Box 190 Wheeling, MO 64688 Phone: (660) 636-5257	<b>None</b>	Water
Mediacom 115 North Industrial Park Road Excelsior Springs, MO 64024 Phone: (816) 797-0809	<b>None</b>	Communications
MNA-Bluebird 800 Northwest Chipman Road, Suite 5750 Lee's Summit, MO 64063 Phone: (800) 778-9140	<b>None</b>	Communications
MoDOT Northwest District 3602 North Belt Highway St. Joseph, MO 64506 Phone: (816) 387-2956	<b>None</b>	Electric & Communications
Platte Pipeline 441 Landmark Drive, Suite 200 Casper, WY 82609 Phone: (660) 388-5445	<b>None</b>	Pipeline

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 Route: 65 65  
 County: Livingston Carroll

Spire MO West 700 Market Street Saint Louis, MO 63101 Phone: (816) 969-2298	<b>None</b>	Gas
Tallgrass Energy 370 Van Gordon Street Lakewood, CO 80228 Phone: (816) 664-2025	<b>None</b>	Pipeline
TransCanada Keystone Pipeline 5407 Providence Hill Drive Saint Joseph, MO 64503 Phone: (816) 232-1761	<b>None</b>	Pipeline

**JNW0024:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T Distribution 320 North 10th Street Saint Joseph, MO 65401 Phone: (314) 275-0020	<b>None</b>	Communications
BP Products North America 200 East Randolph Drive Chicago, IL 60601 Phone: (800) 548-6482	<b>None</b>	Pipeline
Brightspeed 1120 South Tryon Street Charlotte, NC 28203 Phone: (833) 363-2360	<b>None</b>	Communications
Carroll County PWSD #1 22284 US Highway 65 Carrollton, MO 64633 Phone: (660) 542-1700	<b>None</b>	Water
Carrollton Municipal Utilities 500 South Main Street Carrollton, MO 64633 Phone: (660) 542-0360	<b>None</b>	Electric/Sewer/Water
Chariton Valley Telephone 1213 East Briggs Drive Macon, MO 63552 Phone: (660) 395-9616	<b>None</b>	Communications

City of Carrollton 206 West Washington Street Carrollton, MO 64633 Phone: (660) 542-1414	<b>None</b>	Sewer
Green Hills Companies 7926 Northeast State Route M Breckenridge, MO 64625 Phone: (660) 644-5411	<b>None</b>	Communications
Holly Energy Partners 2828 N. Harwood, Suite 1300 Dallas, TX 75201 Phone: (660) 542-0206	<b>None</b>	Pipeline
Mediacom 115 North Industrial Park Road Excelsior Springs, MO 64024 Phone: (816) 797-0809	<b>None</b>	Communications
MNA-Bluebird 800 Northwest Chipman Road, Suite 5750 Lee's Summit, MO 64063 Phone: (800) 778-9140	<b>None</b>	Communications
MoDOT Northwest District 3602 North Belt Highway Saint Joseph, MO 64506 Phone: (816) 387-2956	<b>None</b>	Electric/Communications
Show Me Ethanol 26530 Highway 24 East Carrollton, MO 64633 Phone: (660) 265-8053	<b>None</b>	Gas
Southern Star Central Gas 4700 State Route 56 Owensboro, KY 42301 Phone: (800) 324-9696	<b>None</b>	Pipeline
Spire MO West 700 Market Street Saint Louis, MO 63101 Phone: (816) 969-2298	<b>None</b>	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.

**1.2** Some utilities may have manholes and valves in the driving lanes and shoulders of the proposed resurfacing. Some adjustments may need to be performed in conjunction with construction operations. The contractor shall contact the city or utility company two weeks in advance of operations to coordinate any necessary adjustments with the utility.

J. Protective Measures for Work Near/Over Streams

**1.0 Description.** This project may involve flushing, sealing, asphalt or concrete repair, guardrail installation or replacement on or near bridges and culverts over streams. To ensure the protection aquatic resources, and in addition to following EPG guidance on recommended work practices, Personnel shall take precautions to prevent construction materials/debris from falling into the waterway beneath these structures for specific activities.

**2.0 Restrictions.** To avoid negative impacts to water quality and sensitive species present in the watershed, the following protection measures shall be utilized to help ensure materials do not enter the water system.

**2.1** Material, water or residue shall not be allowed to enter the stream or floodplain. This shall include, but is not limited to, grading, hydro-blasting, cold milling, sandblasting, scraping, paving, or over-coating. Personnel shall plug all bridge drains and implement any other measures necessary to prevent any construction materials/debris or overspray/liquid from getting into the waterways.

**2.2** Erosion and sediment controls must be utilized to ensure no runoff or material enters streams and other water bodies from incidental roadway construction. Silt fence, or other treatment as specified by the engineer, shall be placed at all four bridge and box culvert corners over streams to prevent any construction materials/debris from washing off the roadway or the bridge and flowing down the bank into the waterway.

**2.3** Vehicles or equipment around the stream shall be inspected daily, prior to use, for leaks or other potential water quality hazards. Any leaks or other water quality hazards on equipment shall be repaired and cleaned off of the equipment prior to use around the stream.

**2.4** Work shall not be allowed below the ordinary high water elevation. Personnel shall not drive or place any equipment in any waterway.

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

K. Coordination with Project JNW0022

**1.0 Description.** This contract is one of two along the Route 65 corridor that will be occurring during the same construction season. The contractor shall be required to coordinate all proposed improvements with work involving the following project:

**1.1** JNW0022. Coldmill and resurface Route 65 from 1.36 miles north of Route 190 to Route 36, in Chillicothe. This project will be in the June 2024 letting.

**1.2** Basis of Payment. No direct payment will be made for compliance with the requirements of this provision.

L. 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](http://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.

M. Guardrail Grading Requirements JSP-17-02B

**1.0 Description.** Guardrail installation and grading shall be in accordance with Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, and as described herein.

**2.0 Construction Requirements.** When guardrail and/or end treatment removal and replacement requires grading of the shoulder and/or slopes, Section 606.3.1(b), (c), and 606.3.1.1 of the Missouri Standard Specifications shall be waived and the following shall apply:

- a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven day counting period shall start when the first piece of safety hardware is removed.
- b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.
- c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.
- d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device shall be provided, installed and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.
- e) Areas where guardrail and/or end treatments have been removed, but not yet replaced, shall be delineated in accordance with plans or as directed by the Engineer.

**3.0 Non-Compliance.** Non-compliance with this provision shall result in the immediate suspension of work in accordance with Sec 105.1.2. No work, including but not limited to additional guardrail removal and grading, shall be allowed to proceed except for work necessary to restore guardrail installation.

**4.0 Basis of Payment.** No direct payment will be made for compliance with this provision. Guardrail items, grading, and temporary traffic control devices will be paid for as provided in the contract.

N. Guardrail Posts in Concrete JSP-22-02B (J1P3367)

**1.0 Description.** This work shall consist of the careful removal of any posts, including but not limited to: bridge anchor section and transition section posts, that are embedded in existing concrete (drain basin or other concrete surface), the coring of new holes to install posts that fall within the limits of the concrete surface, the repair of the holes left from removal of existing posts,

and the backfilling of material in the new locations in accordance with the plans and these provisions.

**2.0 Construction Requirements.** The contractor shall carefully saw cut around the existing guardrail posts embedded in concrete or otherwise remove the posts with minimal damage to the surrounding concrete.

**2.1** Posts for the new bridge anchor section and asymmetrical transition section shall be installed in the concrete drain basin per Standard Plan 606.50. The relief slot behind the post shall be filled with coarse Type 1 Aggregate to within two (2) inches of the surface. The top two (2) inches shall be filled with compacted hot mix asphalt or a dense cold asphalt repair mix. The purpose of the capped material is to prevent water intrusion.

**2.2** All voids in the concrete left from the removal of the existing posts shall be filled with concrete or compacted hot mix asphalt to a depth that matches the existing thickness of the concrete surface. Concrete bag mix (5,000 psi or greater) or a commercial mix will be allowable for this purpose.

**3.0 Method of Measurement.** Measurement of Guardrail Posts in Concrete will be per each new post installation that falls within the limits of the concrete surface.

**4.0 Basis of Payment.** All labor, equipment, and materials necessary for compliance with this provision will be paid for at the contract unit bid price for Item 606-99.02, Misc. Guardrail Posts in Concrete, per each.

O. Lump Sum Temporary Traffic Control 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 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

P. Optional Temporary Pavement Marking Paint NJSP-18-07E

**1.0 Description.** This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2026, as allowed herein. PPMP is defined as Standard Waterborne Paint and High Build Waterborne Paint and does not include Sec 620.20.3 Durable Pavement Markings.

**1.1** No application of PPMP shall occur between October 1, 2025 and March 1, 2026, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2025, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2025, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2026. All PPMP shall be completed prior to June 1, 2026. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor’s failure to complete the PPMP within the time specified.

**1.2 Use of TPMP Prior to October 1.** The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2025, even when there is sufficient time to complete the PPMP prior to October 1, 2025. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.

**1.2.1** The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.

**2.0 Construction Requirements.** TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor’s expense and without marring of the pavement surface.

**2.1** Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer’s recommendation, or for a period of 12 hours, whichever is greater.

**3.0 Weather Limitations.** All weather limitations specified in Sec 620 for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with Sec 620.10.6, shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP.

Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.

**4.0 Time Exception.** If application of PPMP is to be delayed to the spring of 2026, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.

**4.1** Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time thru June 1, 2026, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June 1, 2026.

**5.0 Method of Measurement.** No final measurement will be made for TPMP.

**6.0 Basis of Payment.** Full payment for TPMP will be made at the contract lump sum price for 620-99.01, Temporary Pavement Marking Paint, even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.

**6.2** If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

Q. Permanent Aggregate Edge Treatment NJSP-15-40B

**1.0 Description.** This work shall consist of furnishing and installing a permanent aggregate edge treatment along the edge of shoulder or pavement as shown on the plans or as directed by the engineer.

**2.0 Construction Requirements.** Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

**3.0 Material Requirements.** Material used for the aggregate edge treatment shall be Type 1, 5, or 7 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer. Bituminous cold millings meeting the gradation for Type 1, 5 or 7 Aggregate may be used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

**4.0 Measurement by Weight.** Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

**5.0 Basis of Payment.** The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment, and material to complete the described work. No fuel adjustment will be made for Permanent Aggregate Edge Treatment.

R. Removal and Delivery of Existing Signs JSP-12-01C

**1.0 Description.** All Commission-owned signs removed from the project shall be disassembled, stored, transported, and disposed of as specified herein. Sign supports, structures and hardware removed from the project shall become the property of the contractor.

**2.0 Disassembly and Delivery.**

**2.1** All Commission-owned signs, (excluding abandoned billboard signs), designated for removal in the plans, or any other signs designated by the Engineer, shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the recycling center for destruction.

**2.2** The contractor shall coordinate and make arrangements with the recycling center for delivery of the signs. Sign panels shall be disassembled and/or cut into sizes as required by the recycling center.

**2.3** The contractor shall provide the Engineer with a "Sign Delivery Certification" attesting to completion of delivery of all existing sign material from the project to the recycler. In addition, the contractor shall provide to the Engineer a final "Sign Certification of Destruction" from the recycler that documents the total pounds of scrap sign material received from the project and attests that all such material will not be re-purposed and will be destroyed in a recycling process. The contractor can locate the required certification statements from the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

**2.4** Funds received from the disposal of the signs from the recycling center shall be retained by the Contractor.

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

S. Shoulder Grading NJSP-15-27A

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

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

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

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

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

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

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

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

T. Pavement Marking Log

**1.0 Description.** The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

**2.0 Basis of Payment.** No direct payment will be made for logging of existing pavement marking.

U. Seal Coat Emulsion

**1.0** Scrub seal emulsion shall be CRS-2P and meet the requirements of Sec 1015.20.5.1.

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