


Job No.: JSLM0047
Route: I-64, I-44, Rte. 364
County: St. Louis City, St.
Louis County, St. Charles
County

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 <p>07/01/2024 5:51:59 AM BARRY M. BERGMAN - CIVIL MO-PE-17867</p>	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 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: JSLM0047 COUNTY, St. Louis City, St. Louis, St. Charles MO DATE PREPARED: 05/7/24
	ADDENDUM DATE:

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

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JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02K

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 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

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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.

Notice to Proceed: October 7, 2024
Contract Completion Date: July 1, 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
JSLM0047	N/A	\$11,400.00

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$750.00** 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 or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Work Zone Traffic Management JSP-02-06N

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.6 Transportation Management Plan. The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

2.7 Traffic Management Center (TMC) Coordination. The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (KC Scout TMC at #816-347-2250 or Gateway Guide TMC at #314-275-1513) within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make

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this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

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

3.1.2 The contractor's working hours will be restricted for the Special Events as shown below. All lanes shall be scheduled to be open to traffic during these Special Events.

3.2 The contractor shall not perform any construction operation on the roadway, roadbed or active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

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

Route I-64, I-44 and Rte. 364 Single Lane and Ramp Closures:
9:00 a.m. - 3:00 p.m., 9:00 p.m. to 5:00 a.m., Monday through Friday
9:00 p.m. Friday to 5:00 a.m. Monday

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3.4 Any work requiring a reduction in the number of through lanes of traffic may also be completed during nighttime hours. Nighttime hours shall be 8:00 p.m. to 5:00 a.m. for this project.

3.5 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

4.0 Detours and Lane Closures.

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

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

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

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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 State Highway Patrol
Troop C Headquarters
891 Technology Dr.
Weldon Spring, MO 63304
(636) 300-2800

St. Louis Metropolitan Police Department
South Patrol Division
3157 Sublette Ave.
St. Louis, MO 63139
(314) 444-0100

Saint Louis University Hospital
3635 Vista Ave.
St. Louis, MO 63110
(314) 577-8000

Barnes-Jewish Hospital
1 Barnes-Jewish Hospital Plaza
St. Louis, MO 63110
(314) 747-3000

St. Louis Fire Department Headquarters
1421 N. Jefferson Ave.
St. Louis, MO 63106
(314) 533-3406

St. Louis City Tow Lot/Towing Services
7410 Hall St.
St. Louis, MO 63147
(314) 383-7546

MoDOT Transportation Management Center (TMC)
14301 South Outer 40 Rd.
Chesterfield, MO 63017
(314) 275-1500

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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.

Barry Bergman, Project Contact
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017

Telephone Number: 314-453-5033
Email: barry.bergman@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-18-01BB

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

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

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT’s statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project’s Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;

- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

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

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

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

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

In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

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

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.

G. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.

- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

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

H. 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:

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- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.
- (c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.
- (d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

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

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

I. Debris Containment Netting System

1.0 Description. This work shall consist of installation of a structure debris containment netting system around parapets of existing bridge A1501 to protect property and pedestrians from spalling concrete. This netting is intended to be in place for a time period in excess of 5 year and shall be installed and anchored for long term service.

1.1 Plan sheets for existing structure A1501 are included in the electronic deliverables for informational purposes only. Additional plans sheet are available upon request.

2.0 Qualified Manufacturers and Requirements.

2.1 The following is a list of debris containment manufacturers and products that may be used:

- (1) Incord
"RocBloc10K with N820H structural netting with DNR900 lining"
226 Upton Road
Colchester, CT 06415
860-537-1414
<http://www.incord.com/>
- (2) Netting Now, LLC
"spallSTOP plus System with NI-82 structural netting with NI-90 lining"
885 Main Street, Unit # 445
South Glastonbury, CT 06073
800-481-9534
<http://www.nettingnow.com/>

(3) Eagle Industries

"HDN-10000"

5531 River Road
New Orleans, LA 70123
800-266-8246

<http://www.eagleind.com/>

(4) Approved equal

NETTING SPECIFICATIONS ARE AS FOLLOWS:

STYLE	RASCHEL KNOTLESS NETTING
CORD DIAMETER	3/16 INCH
MESH SIZE	2 ½ INCH SQUARE OPENING
DESIGN LOAD	10,000 LB
MELTING POINT	320° F
UV	EXTRA UV STABILIZERS ADDED
NETTING COLOR	GRAY
LINER	3/8" KNITTED POLYESTER
LINER COLOR	GRAY
ANCHOR SYSTEM	REDUNDANT SYSTEM CAPABLE OF MEETING SPECIAL INSTALLATION REQUIREMENTS

3.0 Attachment to Existing Structure.

3.1 Netting shall be anchored with a redundant anchoring system. This anchoring system shall consist of the combination of an anchor cable as well as individual anchor connections with clips along the length of the netting. Each anchor point of the netting shall be connected to each independent anchoring system. The intent of the redundant anchoring system is to minimize risk of vandalism damage to netting, and, in the event of vandalism, keep the netting from dropping down onto the property and pedestrians below.

3.2 The responsibility for the design of the anchoring system shall rest solely with the contractor. The anchoring system design and working plans including detailed computations shall be signed, sealed and stamped by a registered professional engineer in the State of Missouri in accordance with Authentication of Certain Documents in [Sec 107](#).

4.0 Installation Requirements.

4.1 The netting shall be installed per the manufacturer's requirements and in accordance with this JSP.

4.2 Contractor will be required to place netting to avoid obstacles such as light poles, overhead sign mounts, and any other obstacles. All breaks in netting for obstacle avoidance shall be overlapped to provide a continuous netting system to be the maximum extent possible. Overlapped netting shall be securely lashed together.

4.3 All netting shall be installed as close to the underside of the bridge as practical and shall provide a minimum of 12" clearance above the adjacent bottom of beams.

4.4 The netting and anchoring systems shall not be attached to the roadway face of the barrier curb.

5.0 Method of Measurement. Debris containment netting system will be measured for payment to the nearest square yard. Final measurement of the debris containment netting system will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

6.0 Basis of Payment. The Contractor shall furnish all labor, plans, design calculations, and other materials and equipment required to construct the debris containment netting system in accordance with this JSP and the plans. The accepted quantity of debris containment netting system, complete in place, will be considered completely covered at the contract unit price for Debris Containment Netting System, per square yard.

J. Access to Parking Areas

1.0 Description. This work requires the Contractor to access private parking areas under I-64. The Contractor shall meet with the property owners and provide a minimum of 14 days advanced notice before starting any activity. MoDOT anticipates the work in each zone to take 15 days to complete, and has discussed the project scope and timeline with the property owners. If the work takes more than 15 days to complete, the Contractor shall coordinate access with the property owners for the additional time required to complete the work.

2.0 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.

K. Protection of the Terminal Railroad Association of St. Louis Railway Interests

1.0 The right of way of the Terminal Railroad Association of St. Louis (TRRA), herein called "Railroad", is located near the limits of this project. However, this project has been developed with the specific intention that no involvement with the Railroad's facilities, traffic or right of way is required for the performance of the contractual work herein. The work to be performed near the Railroad's right of way on I-64 (Merchants Subdivision between 18th Street and 4th Street in St. Louis City, MO) shall not interfere with the Railroad's operations or facilities. Under these circumstances, the requirements of Sec 104.12.3, Sec 104.12.8 through 104.12.10.5 (inclusive), and Sec 107.13.4 shall not apply.

2.0 Should the contractor violate this condition of no railroad involvement, all terms and conditions of the interaction with the Railroad shall be solely between the Railroad and the contractor.

3.0 To Report an Emergency on the railroad call: (618) 451-8478

4.0 Should the contractor require access on TRRA right of way, they should visit the TRRA website at:

<https://www.terminalrailroad.com/Customers/Contractor%20Right%20of%20Entry.aspx>

5.0 Payment for Cost of Compliance. Commission shall not separately pay for any extra cost the Contractor or Railroad incurs on account of compliance with these Railroad Job Special Provisions. The Contractor and Railroad shall include all such cost in the contract unit price for other items included in the contract. Railroad will not pay the Contractor for any work it performs to comply with these Railroad Job Special Provisions.

L. MetroLink Requirements

1.0 PURPOSE AND SCOPE. The purpose of the following requirements is to maintain a safe environment and efficient transit system for MetroLink customers, employees, and Contractors when work is being performed on the MetroLink Right-of-Way (ROW). The following procedures must be followed, and all requirements fulfilled before permission will be granted to any individual or group requesting access to the MetroLink Right-of-Way (ROW) to perform work. This includes all work on, under, above, or adjacent to the MetroLink Right-of-Way that has the potential to impact train operations. MetroLink Right-of-Way is defined as Metro owned property along MetroLink's Light Rail System, including main line tracks, yard track, shop tracks, and stations. Work performed on the Right-Of -Way outside of the alignment or area where trains operate that **will not** impact train operations, e.g., park and ride lots etc., is excluded from the scope detailed in the following procedures.

1.1 This procedure is applicable to Contractors and Metro Employees.

1.2 MetroLink Land Maps defining Metro property lines are available from the Maintenance Of Way (MOW) Department upon request. The MetroLink Alignment Schematic is included within the Electronic Deliverables.

1.3 Contractor must request a St. Louis Metrolink Track Access Permit Package from Metrolink. This package will contain all the latest exhibits and Standard Operating Procedures (SOPs) necessary for this project as well as any fees associated with working within Metrolink limits.

2.0 Applicable MetroLink Specifications Sections and Standard Operating Procedures.

2.1 Contained within SOP Policy Statement 23d (included within the Electronic Deliverables) are Metro contacts available to the contractor if the contractor has any questions related to permitting. SOP Policy Statement 23d also explains required items that the Contractor will need to submit in order to work near or within Metro ROW.

2.2 Contract Specifications should incorporate the Metro Specification Sections, MetroLink Operation Standard Operating Procedures (SOPs) and Fees listed below:

- a) Related MetroLink SOPs (See SOPs within Electronic Deliverables for more details)
 - 101.17 Work Performed on MetroLink Right of Way
 - 103.04 Right of Way Worker Protection (Includes Information regarding Flagging)

b) Exhibits included within the Electronic Deliverables:

EXHIBIT A: MetroLink - Contractor Right-of-Way Temporary Work Permit
EXHIBIT B: Metro Permit Fee Schedule
EXHIBIT C: MetroLink Alignment Schematic (included with Electronic Deliverables as noted above)
EXHIBIT D: Indemnification Agreement and Required Insurance Coverage
EXHIBIT E: Metro Personnel Right of Way Work Permit (For Metro Employees Only)
EXHIBIT F: MetroLink Rail Systems Department Employee Safety Standards (available upon request)
EXHIBIT G: Operations Rule Book (available upon request)

3.0 General Requirements for Work Affecting MetroLink ROW.

3.1 A project Work Plan, Schedule, and Safety Plan using the BSD's Contractor Safety Action Plan (SAP) included within the Electronic Deliverables shall be submitted to Metro. Schedule change/updates must be submitted to Metro for review for the duration of the project.

3.1.1 The completed Safety Action Plan (SAP) shall be emailed to the following and may require the contractor to complete additional training per OSHA as included within the Electronic Deliverables:

rowworkpermits@metrostlouis.org & safety@metrostlouis.org

3.1.2 During construction, besides the email addresses included within Section 3.1.1 above, the contractor shall report emergency situations to Metro at their Operation Control Center (OPC) at the following phone number: **314-289-6870**

M. Metrolink Information within Electronic Deliverables

The contractor shall be advised that within the Electronic Deliverables for JSLM0047 there are documents pertaining to permitting when working near or on Metrolink facilities. Included within the Electronic Deliverables are specification sections and SOPs (Standard Operating Procedures) as listed within JSP – Metrolink Requirements and Work Windows.

N. Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04

1.0 Description. Provide and maintain Truck Mounted Attenuators (TMA) in accordance with Sec 612 and as specified herein.

2.0 Construction Requirements. Truck Mounted Attenuators (TMA) shall be used for the work activities indicated in the plans or specified herein.

2.1 Work Requiring Lane Closure on I-64 or MO 364 at the Missouri River.

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- (a) All work requiring a lane closure on I-64 near the Missouri River Bridge for fence/drive gate installation.
- (b) All work requiring a lane closure on MO 364 near the Missouri River Bridge for fence/drive gate installation.

2.2 Work Requiring Lane Closure on I-64 in St. Louis City.

- (a) All work requiring a lane closure on I-64 within St. Louis City used to install the bridge netting containment system.

3.0 Method of Measurement. No measurement will be made for Truck Mounted Attenuators (TMA).

4.0 Basis of Payment. Delete Sec 612.5.1 and substitute with the following:

612.5.1 No payment will be made for truck mounted attenuators (TMAs) used in mobile operations or for any TMAs designated as optional.

612.5.1.1 Payment for TMAs required for stationary work activities will be paid for at the contract unit bid price for Item 612-30.01, Truck Mounted Attenuator (TMA), per lump sum. The lump sum payment includes all work activities that require a TMA, regardless of the number of deployments, relocations, or length of time utilized. No payment will be made for repair or replacement of damaged TMAs.

O. Coordination with ITS Staff and Utility Locates

1.0 Description. Any work that will impact the existing communications network must be coordinated with the Commission's St. Louis District ITS staff. This includes but not limited to removal and replacement of any existing communications equipment, adding new devices and changes to power sources or disconnects. Minor modifications to the existing communications network can have significant impacts on the system and operation of other ITS and traffic signal systems.

1.1 MoDOT is a member of MO-One-Call System. Prior to any excavation or work within MoDOT Right-Of-way, the contractor must contact MO-One Call at 1-800-DIG-RITE and request for Utility Locates within noted project limits. If the scope of work contains modification, addition and/or expansion of existing underground MoDOT ITS, lighting, or signal facilities, the contractor must notify the MoDOT Utilities Locate staff prior to any work, in order for MoDOT to update MoDOT utility location records with Missouri One Call.

2.0 Contact. The contractor shall notify the ITS group via an email to SLITS@modot.mo.gov at least 2 days before any work that may impact the existing network communications. The contractor shall include the Job#, location and brief scope of work in the email's subject line. The engineer shall be notified prior to making contact with ITS staff. For MoDOT Utility location updates, the contractor must contact MoDOT TMC at 314-275-1500 and ask for Utility Locate Section at least seven calendar days before performing any work.

3.0 The ITS and network devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when

adding, removing, or modifying any existing ITS and network devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting workzones.

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

P. Special Fence & Drive Gates

1.0 Description. This work shall consist of furnishing and erecting chain-link fence and gates as shown on the plans or as directed by the Engineer.

2.0 Material. All material shall be in accordance with Sections 607 and 1043 of the Standard Specifications.

2.1 Project plans detail installation of chain-link fence, barbed wire extensions, and drive gates with vinyl coating at the I-44/I-70 fence locations. Project plans also detail installation of path gates with vinyl coating at the I-64 Boone Bridge path locations. The vinyl coating for these locations shall be black in color.

2.2 Project plans detail installation of special width path gates at the MO 364 Veterans Memorial Bridge path locations. These gates shall be in accordance to Section 607 and be similar in color as existing bridge path fence.

3.0 Construction Requirements. Installation of chain-link fence, 3-strand barbed wire, drive gates, and walk gates shall be in accordance with Section 607 of the Standard Specification and Standard Plan 607.10.

3.1 Chain-Link fence line and terminal posts at the I-44/I-55 Park Avenue fence location may need to be installed within the limits of concrete slope protection. The contractor shall remove the minimum required amount of concrete slope protection to complete the post installation. Removal of the concrete slope protection material including saw cuts or coring is paid under Item No. 202-20.10 Removal of Improvements.

3.1.1 Line post locations in the concrete slope protection shall be restored with Class B concrete or a commercial mixture in accordance with Section 501 or as approved by the Engineer. Terminal posts shall have concrete footings in accordance with Section 607.10.1. No additional pay shall be made to the contractor to adhere to this provision.

3.2 Chain-Link fence line and terminal posts at the I-44/I-70 fence location will need to be installed within concrete median islands. The contractor shall remove the minimum required amount of median island to complete the post installation. Removal of the concrete median island material including saw cuts or coring is paid under Item No. 202-20.10 Removal of Improvements.

3.2.1 Line post locations shall be restored with red tinted Class B concrete or a commercial mixture in accordance with Section 501 or as approved by the Engineer. Terminal posts shall

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have red tinted concrete footings in accordance with Section 607.10.1. No additional pay shall be made to the contractor to adhere to this provision.

3.3 Drive gates shall have an approximate full circle opening swing so that when gates are not in use they can be secured to existing fence or fence installed under this project. Drive gate openings shall be 10 feet wide. Single or double gates as approved by the Engineer can be installed. No additional pay shall be made to the contractor to adhere to this provision.

3.4 Path gates shall have an approximate full circle opening swing so that when gates are not in use they can be secured to existing fence or fence installed under this project. Path gates shall be installed so the width of the path is not reduced, and the gate spans the entire width of the path. No additional pay shall be made to the contractor to adhere to this provision.

4.0 Method of Measurement. Measurement of vinyl coated chain-link fence will be made to the nearest linear foot, measured along the slope of the fabric, but shall not include gates. Measurement for vinyl coated drive and walk gates will be made for each unit assembled, installed and complete in place. Double gates will be considered a single unit. Measurement for the vinyl coated 3-strand barbed wire extensions will be made to the nearest linear foot, measured along the slope of the fence, but will not include gates.

5.0 Basis of Payment. The accepted quantity of vinyl coated chain-link fence, 3-strand barbed wire, drive gates and walk gates, complete in place and including all material, labor, and equipment for installation, will be paid for at the contract unit price for the following pay items included in the contract:

Item No.	Type	Description
607-99.02	EA.	12 ft Path Gate Vinyl Coated – Black
607-99.02	EA.	Drive Gate (Chain-Link) Vinyl Coated – Black
607-99.02	EA.	14 ft. Path Gate Vinyl Coated – Black
607-99.02	EA.	14' Path Gate
607-99.03	L.F.	Chain-Link Fence (72 IN) Vinyl Coated – Black
607-99.03	L.F.	3-Strand Barbed Wire Extension for Chain-Link Fence Vinyl Coated – Black

Q. Chain-Link Fence Locations

1.0 Description. The contractor is advised that all fence locations shown in the plans may require adjustment due to underground utilities or other topographic features. Prior to any adjustment of location, the contractor shall inform the Engineer of the necessary adjustment and shall receive approval before proceeding with the fence installation. No additional pay shall be made to the contractor to adhere to this provision.

R. Utilities JSP-93-26F

1.1 The Contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this

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contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract.

2.0 If utility facilities are discovered the contractor shall contact the MoDOT Area Utility Coordinator, Chris Duffner at (314) 624-5383. District Utility staff will determine whether adjustment of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

S. Possible Homeless Encampment

1.0 Description. The contractor shall be aware of possible homeless encampments under the I-44 at Park Street bridge, the I-44 at Cole Street bridge and the I-64 bridge.

2.0 If the contractor encounters a homeless encampment under any of the bridges the contractor shall notify the following:

Email: dhs-homeless@stlouis-mo.gov **Phone:** (314) 657-1704 and the MoDOT Resident Engineer.

3.0 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.