


Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

# **JOB SPECIAL PROVISIONS TABLE OF CONTENTS**

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

A.	General - Federal JSP-09-02K	1
B.	Contract Liquidated Damages JSP- 13-01D	1
C.	Work Zone Traffic Management JSP-02-06N	2
D.	Emergency Provisions and Incident Management JSP-90-11A	5
E.	Project Contact for Contractor/Bidder Questions JSP-96-05	5
F.	Bridge End Transitions	6
G.	Pavement Marking Log	6
H.	Additional Flaggers	6
I.	Protection of Columbia Terminal Railroad Interests	6
J.	Contractor Quality Control for Plant Mix Bituminous Surface Leveling NJSP-15-21A	16
K.	Supplemental Revisions JSP-18-01BB	18

	<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: JCD0049 BOONE COUNTY, MO DATE PREPARED: 06/03/2024
	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-09-02K

**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](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 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 work on all

Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

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: November 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
JCD0049	84	\$1,800

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,500** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

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

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

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

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

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

### 3.0 Work Hour Restrictions.

**3.1** Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

<b>When Independence Day falls on:</b>	<b>The Holiday is Observed on:</b>	<b>Halt Lane Closures beginning at:</b>	<b>Allow Lane Closures to resume at:</b>
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 of Route Z shall be scheduled to be open to traffic during these Special Events.

Centralia Anchor Festival

**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.

### 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

Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

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 573-751-1000 (or *55 from cell)
Boone County Sheriff: 573-875-1111
Boone County Joint Communications: 573-554-1000 (or 311 for non-emergencies)

**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.

Patrick Hake, Project Contact  
MoDOT Central District  
1511 Missouri Blvd.  
PO Box 718

Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

Jefferson City, MO 65102

Telephone Number: 573-526-5093  
Email: [Patrick.Hake@modot.mo.gov](mailto:Patrick.Hake@modot.mo.gov)

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

F. Bridge End Transitions

**1.0** At all bridge exceptions, the engineer will determine in the field the ending point of the transition. This point will not necessarily be at the bridge end, but will be located at a point which provides the smoothest transition and approach to the bridge. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

G. 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 but it not limited to: center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, railroad crossing 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 Method of Measurement.** The quantities of pavement marking for which payment will be made will be those shown in the contract plans for the various pavement marking items. Final measurement will not be made except where appreciable errors are found in the contract quantity.

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

H. Additional Flaggers

**1.0** Additional flagger(s) and appropriate construction signs shall be provided at each of the specified locations when work zone extends through the following intersections and/or approaches:

All State Routes, County Roads, and City Streets

**2.0 Basis of Payment.** There will be no direct pay for all labor and equipment necessary to provide additional flaggers. All cost shall be considered completely covered under the pay items provided in the contract.

I. Protection of Columbia Terminal Railroad Interests

Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

To Report an Emergency on the Columbia Terminal Railroad call: (573) 875-2555

### **1.0 Authority of Railroad Operations Manager and State Engineer.**

**1.1** The authorized representative, herein called "Railroad Operations Manager," of the Columbia Terminal Railroad owned by the City of Columbia, a municipal corporation, herein called "Railroad," 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.

**1.3** The right of way of the Railroad is located within the limits of this project and care shall be taken to insure that no debris or material is dropped on the Railroad's property.

**2.0 Notice of Starting Work.** The contractor shall not commence any work on the Railroad's right of way until contractor has complied with the following conditions:

- (a) At least 5 working days in advance of the date the contractor proposes to begin work on the Railroad's right of way, the contractor shall give the Railroad Operations Manager written notice to the address below. Also, email a copy of the notice to the email address below.

Mr. Shane Riley  
Railroad Operations Manager  
Columbia Terminal Railroad  
P.O. Box 6015  
Columbia, MO 65205  
573-441-5563 or  
660-815-3098  
Shane.riley@como.gov

- (b) Obtain written authorization from the Railroad to begin work on the Railroad's right of way, such authorization will include an outline of specific conditions with which the contractor shall comply.
- (c) Obtain written approval from the Railroad of Railroad Protective coverage as required by paragraph (12) below.
- (d) Determine if any utilities are buried on the Railroad's rights of way and contact the utilities companies to arrange for locates prior to beginning work on Railroad's property.

### **3.0 Interference with Railroad Operations**

**3.1** The contractor shall arrange and conduct all work so that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services; or damage to the property of the Railroad; or to poles, wires, and other facilities of tenants on the rights of way of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted



to the Railroad Operations Manager for approval, but such approval shall not relieve the contractor from liability. Any work to be performed by the contractor which requires flagging service or inspection service (watchman) shall be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.

**3.2** Whenever work within Railroad rights of way is of such a nature that impediment to Railroad 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.

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

#### **4.0 Track Clearances**

**4.1** 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 right of way, or before placing any obstruction over any track, the contractor shall:

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

#### **5.0 Construction Procedures**

**5.1 General** Construction work on Railroad property shall be:

- (a) Subject to the inspection and review of the Railroad.
- (b) In accord with the Railroad's written outline of specific conditions.
- (c) In accord with these special provisions.

**5.2 Excavation** The subgrade of an operated track shall be maintained with edge of berm at least twelve feet (12') from centerline of track and not more than twenty-six inches (26") below top of rail. The contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

**5.3 Excavation for Structures** The contractor shall be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they 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, will first be approved by the Railroad Operations Manager, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Operations Manager for approval, such plans will first be reviewed by the Engineer in accordance with the Missouri Standard Specifications for Highway Construction (hereinafter, "Standard Specifications").

**5.4 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 a plan for temporary falsework, shall first be approved by Railroad Operations Manager, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Operations Manager for approval, such plans shall first be reviewed by the Engineer.

**5.5 Falsework** The contractor shall be required to take special precaution and care to prevent any material from falling on 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 Railroad Operations Manager, but such approval shall not relieve the contractor from liability. Before submission of plans to the Railroad Operations Manager for approval, such plans shall first be reviewed by the Engineer.

**5.6 Blasting** The contractor shall obtain advance approval of the Railroad Operations Manager and the Engineer for use of explosive on or adjacent to Railroad property. If permission for use of explosives is granted, the contractor will 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 Operations Manager. At least seventy-two (72) hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph (2)(B)) will be required to arrange for the presence of an authorized Railroad Operations Manager and such flagging as the Railroad may require.
- (d) 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 Railroad property resulting from the blasting as directed by the Railroad Operations Manager. If contractor's actions result in delay of trains, the contractor shall bear the entire cost thereof.

**5.6.1 The Railroad Operations Manager 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 accord with these special provisions.

**5.7 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; to promptly repair eroded areas within Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants

**5.7.1** All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

**5.8 Storage of Materials and Equipment** Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad without first having obtained permission from the Railroad Operations Manager, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Operations Manager may move or require the contractor to move, at the contractor's expense, such material and equipment.

**5.8.1** All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the contractor's failure to immobilize grading or construction machinery.

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

**6.0 Damages** The Railroad shall not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by Railroad traffic.

**6.1** Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by contractor.

## **7.0 Flagging Services**

**7.1 When Required** The Railroad has sole authority to determine the need for flagging required to protect its 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, 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 (1) flagger to a project; but in some cases, more than one may be necessary. However, if the contractor works within distances that violate instructions given

Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

by the Railroad Operations Manager or performs work that has not been scheduled with the Railroad Operations Manager, flaggers may be required full time until the project has been completed.

## **7.2 Scheduling and Notification**

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

**7.2.2** The contractor shall be required to give the Railroad Operations Manager at least ten (10) working days of advance written notice of intent to begin work within Railroad 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 Operations Manager at least three (3) working days of advance notice before resuming work on Railroad right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Operations Manager 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 it 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. It may take up to thirty (30) days to obtain flagging 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, it may take up to thirty (30) days to again obtain from the Railroad. Notification for flagging should be addressed to:

Mr. Shane Riley, Railroad Operations Manager  
Columbia Terminal Railroad  
573-441-5563  
or 660-815-3098

**7.2.3** 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 Railroad 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.

## **7.3 Payment**

**7.3.1** The Commission will pay the Railroad directly for the cost of flagging services associated with the highway project by deducting this amount from normal contractor payments.

**7.3.2** The Railroad shall submit progress invoice to the Engineer during the time flagging services are required. A final invoice shall be submitted to the Engineer within one hundred and eighty (180) days of completion of the project. This is defined as the point in time at which the Commission and the Railroad both accept the project and the contractor is relieved of his/her contractual obligation. Should the invoice not be received within this time period, the Railroad will be responsible for obtaining payment directly from the contractor.

**7.3.3** Should a dispute between the Railroad, Commission, and the contractor develop concerning the cost of flagging service, the full amount of the Railroad's invoice will be deducted from the contractor's payment request. However, only ninety-five percent (95%) of the amount requested will be sent to the Railroad by the Commission. The Commission will make a corrected payment once a settlement is reached between the Railroad, the Commission and the contractor.

**7.3.4** The contractor shall be responsible for arranging needed flagging services as required by the Railroad to accomplish the highway improvement.

**7.3.5** The cost of flagging service is approximately \$200 per day based on an eight (8) hour work day and a forty (40) hour work week. This cost includes the base pay for the flagger and overhead. The charge to the Commission 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 eight (8) hours per day or forty (40) hours per week will result in overtime pay at 1 1/2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 1 1/2 times the normal rate. Railroad expenses incurred preparing and handling invoices will also be charged to the Commission. Charges to 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.

**7.3.6** A maximum of one (1) hour travel time each way per day per flagger will be required for travel to and from the project.

## **7.4 Verification**

**7.4.1** Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact Railroad Operations Manager. All verbal complaints must be confirmed in writing by the contractor within five (5) working days with copy to the Railroad Operations Manager. All written correspondence should be addressed to:

Mr. Shane Riley, Railroad Operations Manager  
Columbia Terminal Railroad  
573-441-5563  
or 660-815-3098

**7.4.2** 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.

## **8.0 Haul Across Railroads**

**8.1** Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Commission has included arrangements for such haul in its 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. 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 personnel.

**8.2** 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 its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the contractor, is first obtained from the Railroad Operations Supervisor.

## **9.0 Work for the Benefit of the Contractor**

**9.1** All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, and is 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.

**9.2** 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.

## **10.0 Cooperation and Delays**

**10.1** It shall be the contractor's responsibility to arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants of the Railroad. In arranging a schedule contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance.

**10.2** No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

**11.0 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, extending to a line not less than twelve feet (12') from centerline of track, shall be maintained. 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 work day. If there is any excavation near the walkway, a handrail with a twelve feet (12') minimum clearance from centerline of track, shall be placed.

## **12.0 Insurance**

**12.1** In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor will be required to carry insurance of the following kinds:

**12.1.1** Contractor's Public Liability and Property Damage Liability Insurance. Insurance shall include explosion, collapse and underground hazard coverage.

**12.1.2** The contractor shall furnish to the Commission for transmittal to the Railroad a certificate of insurance as evidence with respect to the operations contractor performs, contractor carries regular contractor's Public Liability Insurance and regular Contractor's Public Liability Insurance and regular Contractor's Property Damage Liability Insurance both providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability ]	
Property Damage ]	\$2,000,000 Per Occurrence
Liability ]	\$2,000,000 Aggregate
Physical Damage to ]	
Property ]	

**12.1.3** Contractor's Protective Liability and Property Damage Liability Insurance.

**12.1.4** The contractor shall furnish the Commission for transmittal to the Railroad a certificate of insurance as evidence that with respect to the operations performed for the contractor by any subcontractor, contractor carries in his or her own behalf regular Contractor's Public Liability Insurance and regular Contractor's Protective Property Damage Liability Insurance both providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability ]	
Property Damage ]	\$2,000,000 Per Occurrence
Liability ]	\$2,000,000 Aggregate
Physical Damage to ]	
Property ]	

**12.1.5** Automobile Liability Insurance.

**12.1.6** The contractor shall furnish to the Commission for transmittal to the Railroad an original copy of Automobile Liability Insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned and mobile equipment excluded from coverage under the general public liability insurance.

**12.1.7** Workers' Compensation Insurance.

**12.1.8** The contractor shall furnish to the Commission for transmittal to the Railroad an original copy of Workers' Compensation Insurance covering contractor's statutory liability under the State's Workers' Compensation laws affected by this project, the Employers' Liability. If such insurance will not cover the liability of contractor in states that require participation in state workers' compensation fund, contractor shall comply with the laws of such states. If contractor is self-insured, evidence of state approval must be provided.

**12.1.9 Railroad Protective Liability Insurance.**

**12.1.10** The contractor shall furnish to the Commission for transmittal to the Railroad an original copy of Railroad Protective Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability ]	
Property Damage ]	\$2,000,000 Per Occurrence
Liability ]	\$6,000,000 Aggregate
Physical Damage to ]	
Property ]	

**12.1.11** The Standard for this protective insurance shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal Aid Policy Guide issued December 9, 1991, by the Federal Highway Administration.

**12.1.12** Evidence of insurance as required above shall be furnished to the address shown below for review by the Commission and transmittal to the Railroad:

Railroad:	Commission:
Columbia Terminal Railroad	Mrs. Brandi Ballwin
P.O. Box 6015	State Construction and Materials Engineer
Columbia, MO 65205	MoDOT
573-441-5562 or	P.O. Box 270
573-823-8390	Jefferson City, MO 65102

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

- (i) Named Insured: City of Columbia
- (ii) Description and Designation: Route OO & HH resurfacing.  
Route OO & HH , Boone County  
Job No. JCD0049

**12.2** 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 his/her operations. Endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

**12.3** 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 rights of way of the Railroad as evidenced by the formal acceptance by the Commission. Insuring companies may cancel insurance by permission of the Commission and Railroad or on thirty (30) days written notice to the Commission and Railroad as follows:

NOTICE TO:

COPY NOTICE TO:



Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

Columbia Terminal Railroad  
P.O. Box 6015  
Columbia, MO 65205  
573-441-5562 or  
573-823-8390

Mrs. Brandi Ballwin  
State Construction and Materials Engineer  
MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

**13.0 Failure to Comply** In the event the contractor violates or fails to comply with any of the requirements of these special provisions:

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

**13.1** Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Operations Manager and the Engineer.

**14.0 Payment for Cost of Compliance** No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

**15.0 No Payment by Railroad pursuant to this JSP.** Railroad will not be responsible for paying the contractor for any work performed under this special provision.

J. Contractor Quality Control for Plant Mix Bituminous Surface Leveling NJSP-15-21A

**1.0 Description.** The contractor shall provide Quality Control (QC) testing and shall perform verification procedures associated with the production and placement of Plant Mix Bituminous Surface Leveling Mixture in accordance with this provision.

**2.0 Asphalt Plant Requirements.** The contractor shall perform quality control testing in the production of the Surface Leveling Mixture and report the results electronically on MoDOT-provided forms. All reports shall include the Contract ID, Project Number, Route, County, and Job Mix number.

**2.1** Calibration of the asphalt plant shall be in accordance with Sec 403.17.2.2. Record retention for verification of test reports shall be in accordance with Sec 403.17.3.2.

**2.2** At a minimum, the contractor shall perform one QC sieve analysis test for each day of production of Surface Level mixture in excess of 100 tons to verify the aggregate is within the required gradation range. Results of the QC sieve analysis test shall be reported to the engineer daily. A split of each sample shall be clearly labeled and stored by the contractor in a manner that prevents contamination. The engineer will collect a minimum of one random QC split sample, and one full sample from plant production, for testing per each 10,000 tons of production. Uncollected QC split samples shall be retained by the contractor until the engineer authorizes disposal or until the Final Inspection, whichever occurs earlier.

**2.3** The contractor shall monitor the quantity of asphalt binder used in the production of the mix, including any commercial mix, and report that quantity to the engineer. Original asphalt binder delivery tickets shall accompany the report submitted to the engineer. The engineer will perform a minimum of one asphalt binder content test per each 10,000 tons of production for any project that exceeds a total of 5,000 tons of production.

**2.4** The contractor shall take a daily QC sample of the asphalt binder per instructions in EPG 460.3.13. The engineer will collect the QC samples and ship to the MoDOT Central lab for random testing. In addition, the engineer will take a minimum of one random Quality Assurance sample per project from the binder line. The engineer sample will be shipped to the Central Lab along with the daily samples and will be designated for testing.

**2.5** The contractor shall perform one moisture content test for each day of production of Surface Level mixture in excess of 100 tons. The frequency of the moisture test may be reduced if approved by the engineer.

**3.0 Roadway Requirements.** The contractor shall perform quality control verification of the Surface Leveling Mixture on the roadway and shall monitor the asphalt tonnage placed in relation to plan quantity.

**3.1 Irregularities.** Additional tons of Surface Leveling mix will be provided for irregularities in the existing roadway surface. The tonnage specified for irregularities is an estimated quantity and shall only be placed at locations where it is necessary to fill ruts and other low points. Prior to placing the mix, the contractor and engineer shall evaluate the entire route and develop a plan that best utilizes the tonnage needed for irregularities. Any excess quantity of irregularities shall not be placed.

**3.2 Tack.** On the first day of production, the contractor shall demonstrate proper application of tack coat in the presence of the engineer. Thereafter, when the engineer is not present to witness the application of the tack coat, the contractor shall document the tack application by taking a minimum of two high-resolution date/time stamped photographs of the tacked surface per one-mile segment. Pictures should be taken just in front of the paver in order to account for loss of tack from truck tires. The contractor shall also monitor and document the application rate. The contractor shall take distributor readings at the beginning and ending of each shift and document the quantity used.

**3.3 Spreading and Rolling.** On the first day of production, the contractor shall demonstrate successful spreading and compaction of the mixture, including proper rolling patterns, in the presence of the engineer. Thereafter, the contractor shall monitor all roadway production procedures and document daily. Use of approved Intelligent Compaction technology is an allowable substitute for daily documentation.

**3.4 Monitoring of Quantity.** The contractor shall monitor the quantity of Surface Level mix placed and report that information to the engineer and production staff as specified herein.

**3.4.1** The contractor shall verify that the quantity of Surface Leveling mix in the contract for each route is sufficient to cover the roadway as shown on the typical sections, including any surface irregularities. Any discrepancies shall be brought to the engineer's attention in writing prior to the pre-construction conference. Plan quantity shall be defined as the total tons computed to cover the surface area according to the typical section, plus any amount pre-approved by the engineer for pavement irregularities.

Job No.: JCD0049  
Route: OO/HH/Z  
County: BOONE

**3.4.2** The contractor shall provide temporary log mile reference points at no less than ½ mile intervals along each route to monitor the tons of Surface Leveling mix laid in relation to plan quantity. Entrances, shoulders, or other irregular areas will be monitored as directed by the engineer.

**3.4.3** During production, the contractor shall document the total tons placed in each one-mile segment, along with the plan quantity and the percent over/under for that segment. The cumulative quantity and percent over/under for the route should also be documented. After each one-mile segment, the contractor shall provide a status report to the production manager and the engineer. When the engineer is not present on the project, the contractor shall send an electronic status report to the engineer.

**3.4.4** The goal is to keep the placed quantity within 2% of plan quantity for the project. The engineer will monitor the status reports and will advise the contractor on how to proceed when there is an excessive variance from plan quantity. The engineer may decrease the frequency of the electronic status reports when the variances are consistently low.

**3.4.5** The contractor shall collect asphalt tickets from the delivery trucks and group them per each one-mile segment. The contractor shall submit to the engineer a daily summary report that includes all of the information specified in Section 3.4.3. The contractor shall sign the summary report confirming that the information is accurate and that the attached tickets represent the asphalt material placed.

**3.4.6** The contractor shall be equipped with a contractor-furnished cellular device capable of providing and maintaining a reliable means of immediate communication with the engineer when the engineer is not present on the project.

**4.0 Excessive Quantity.** If the contractor places Surface Level mix on any one-mile segment, or any other isolated areas, in excess of plan quantity by 5% or more, without prior approval from the engineer, further investigation may be required to determine if the excess was warranted. If directed by the engineer, the contractor shall core the pavement at locations established by the engineer to determine the amount that was excessive, if any. No payment will be made for the cost to core the pavement or for the tons of Surface Level mix that the engineer determines to be excessive. If the amount of Surface Level mix is determined to be justified, payment will be made for the mix, and for the cost of coring at the fixed price established in Sec 109. Placement of asphalt in excess of plan quantity for two consecutive segments without prior approval from the engineer may result in issuance of an Order Record to stop work.

**5.0 Basis of Payment.** No direct payment will be made for compliance with this provision. All costs shall be considered completely covered under the pay items provided in the contract.

K. 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.