

Job No.: J613571
 Route: I-70
 County: St. Louis

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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 <p><i>Paul J. Kronlage</i> 10/08/2024 7:19:58 AM Paul J. Kronlage - Civil MO PE - 023328</p>	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	EFK Moen, LLC 13523 Barrett Parkway Drive, Suite 250 St. Louis, MO, 63021 Certificate of Authority: 00158 Consultant Phone: 314-394-3100
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J613571 St. Louis County, MO DATE PREPARED: August 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 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 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: January 6, 2025
Contract Completion Date: June 1, 2027

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 J613571	Calendar Days N/A	Daily Road User Cost \$11,400
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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 **\$2,000** 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 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.

2.5.1 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.

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 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

3.2 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 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 5 minute increment** for each 5 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.

3.3.1 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.

3.4 Any work requiring a reduction in the number of through lanes of traffic on I-70 and/or I-170 due to contractor operations shall be completed during nighttime hours. It shall be the responsibility of the engineer to determine if the hours noted below may be modified. Ramps shall only be restricted in width or closed during nighttime hours from the mainline they exit (Example: For the WB I-70 to NB I-170 movement, the WB I-70 closure hours shall be used.). Nighttime working hours for the various locations are as follows:

I-70 Eastbound:

Mon.-Thurs.	1 Lane Closed: 8 PM – 5 AM	2 Lanes Closed: 10 PM – 5 AM
Friday	1 Lane Closed: 9 PM – 7 AM	2 Lanes Closed: 10 PM – 7 AM
Saturday	1 Lane Closed: 9 PM – 8 AM	2 Lanes Closed: 10 PM – 6 AM
Sunday	1 Lane Closed: 7 PM – 5 AM	2 Lanes Closed: 9 PM – 5 AM

I-70 Westbound:

Mon.-Thurs.	1 Lane Closed: 7 PM – 5 AM	2 Lanes Closed: 10 PM – 5 AM
Friday	1 Lane Closed: 8 PM – 7 AM	2 Lanes Closed: 10 PM – 7 AM
Saturday	1 Lane Closed: 7 PM – 8 AM	2 Lanes Closed: 9 PM – 8 AM
Sunday	1 Lane Closed: 7 PM – 5 AM	2 Lanes Closed: 9 PM – 5 AM

I-170 Northbound:

Mon.-Thurs.	1 Lane Closed: 9 PM – 6 AM
Friday	1 Lane Closed: 9 PM – 7 AM
Saturday	1 Lane Closed: 9 PM – 8 AM
Sunday	1 Lane Closed: 9 PM – 5 AM

I-170 Southbound:

Mon.-Thurs.	1 Lane Closed: 9 PM – 5 AM
Friday	1 Lane Closed: 9 PM – 6 AM
Saturday	1 Lane Closed: 9 PM – 8 AM
Sunday	1 Lane Closed: 9 PM – 5 AM

3.4.1 Other than Nighttime hours, the contractor shall not park vehicles or store equipment or perform any construction activities on shoulders or within 20 feet of any solid white or solid yellow pavement marking line, unless behind guardrails, barriers, or is otherwise protected, as approved by the engineer.

3.4.2 Up to 25 weekend closures will be allowed. A weekend closure is defined as any weekend when Ramp 21, 22 or 24 is closed to traffic between Friday at 9 PM and Monday at 5 AM, or one lane on I-70 is closed beyond the hours listed in Section 3.4 above on Saturday or Sunday. There shall be no approved weekend closures on I-170 for any work other than the approved daytime and nighttime working hours listed in the Section 3.4.

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.

4.3 The contractor shall only be allowed to close Ramps 21, 22, and 24, within time limits as specified in the contract. All other ramps shall remain open to traffic at all times. Also, the contractor shall be further restricted for ramp closures coinciding with other lane closures as follows:

<u>Roadway Designation</u>	<u>CANNOT be Closed With</u>	<u>Closure Hours</u>
Ramp 22 or Ramp 24	Lane Closure on Northbound 170	Weekends Only Friday 9 PM to Monday 5 AM
Ramp 21	Lane Closure on Southbound 170	Weekends Only Friday 9 PM to Monday 5 AM
Ramp 22	Ramp 24	Weekends Only Friday 9 PM to Monday 5 AM

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.

Police	
Missouri State Highway Patrol	636-300-2800
St. Louis County Police	314-889-2341
City of St. John	314-427-8700
City of Berkeley	314-524-3311
City of Bel-Ridge	314-429-2878

Fire and EMS	
Community Fire Protection Dist.	314-428-1128
Berkeley Fire Dept.	314-524-3313

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.

Paul J. Kronlage, Project Contact
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017

Telephone Number: 314-394-3102
Email: Paul.Kronlage@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-18-01DD

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.

Pavement Marking Paint Requirements for Standard Waterborne and Temporary

1.0 Description. High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.

2.0 Material Requirements. Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.

Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.111, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

G. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Jim Jaksetic Ameren Missouri-Transmission 1901 Chouteau Avenue PO Box 66149, MC658 St. Louis, MO 63166-6149 Telephone: 314-554-2703 Email: jjaksetic@ameren.com	No	Electric-Transmission
Adam McAllister Ameren Missouri-Distribution 6440 N. Hanley Road Berkeley, MO 63134 Telephone: 314-992-8602 Email: AMcAllister@ameren.com	No	Electric-Distribution

David Still MetroLink 700 South Ewing Ave. St. Louis, MO 63103-2902 Telephone: 314-575-1236 Email: dxstill@metrostlouis.org	No	Transit
MoDOT Traffic Division Ron Mize Telephone: 314.565.6727 Email: ronald.mize@modot.mo.gov	No	ITS, Signals, Lighting

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

2.0 Ameren has existing aerial facilities crossing I-70 within the project limits but no known conflicts are anticipated.

3.0 MoDOT Traffic Division's has existing facilities within the project limits:

3.1 MoDOT maintains traffic signals at the interchanges at Route 115 and Scudder Road. No impacts to the traffic signals are anticipated.

3.2 MoDOT currently has ITS facilities along I-70 and I-170. No impacts to the ITS facilities are anticipated.

3.3 MoDOT has existing roadway and high tower lighting with underground cables within the I-70/I-170 interchange and along I-170 and I-170. No impacts to the roadway or high tower lights or underground cables are anticipated.

H. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

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

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety

precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

I. 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.
- (j) Providing, maintaining, and removing Temporary Suspended Walkway Systems.

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

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

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

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

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

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

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

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

J. Metro Bus Service

The contractor shall be aware that I-70, I-170, and along with Natural Bridge Road (Route 115) all carry the METRO Bus service. METRO shall be contacted 4 weeks prior to any traffic control being installed that may affect bus service. The contractor shall contact Lance Peterson of METRO at lpeterson@metrostlouis.org with regard to the requirements of this section. No direct payment will be made to the contractor to comply with the requirements of this provision.

K. 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 Operating 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 Operating Right-of-Way is defined as MetroLink owned property along MetroLink's Light Rail System, including main line tracks, yard track, shop tracks, and stations. This includes Metro owned main line tracks, yard track, shop tracks, and stations located on MoDOT property, and includes MoDOT property within 25' of Metro owned main line tracks, catenary lines, bridges or other Metro owned improvements located on MoDOT right of way. Work performed on the Right-of-Way up to 25' 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.

2.0 Applicable MetroLink Specifications Sections and Standard Operating Procedures.

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

a) Related Specification Sections

- Section 01 35 23.13 Project Safety Requirements for Work on or Adjacent to an Active Railroad
- Section 01 35 23.16 Railroad Flagging Requirements and Track Access

b) Related MetroLink SOPs (See SOPs within Electronic Deliverables for more details)

- 101.17 Work Performed on MetroLink Operating Right of Way
- 101.23 Permit Numbers and Track Allocation
- 102.17 Track Car Operations
- 103.04 Flag Person Duties
- 104.01 Catenary Red Tag Procedure (Working Near Overhead Power Lines)
- MetroLink Rail Systems Department Employee Safety Standards (available upon request from Metro)
- Operations Rule Book (available upon request from Metro)

3.0 General Requirements for MetroLink Track and ROW Access.

3.1 All work within the “MetroLink Operating ROW” is subject to Metro approval. MetroLink SOP 101.17 describes the work permit submittal requirements. Detailed work plans shall be submitted for Metro approval. Weekly track allocation meetings are held at the MetroLink Ewing Facility (Room MO9) on Thursdays at 8:30am. A Contractor representative must attend to discuss the following week’s work. Metro SOP 101.23 describes the track allocation process.

3.2 All Contractor personnel on site must be Metro Safety trained to a minimum of Tier 1. Flaggers must be Metro safety trained to a minimum of Tier 2 and successfully complete “On the Job” training provided by Metro staff as outlined in SOP 101.17. Hi-rail vehicle operators must be Metro Safety trained to Tier 3 and successfully complete the Track Car Training Evaluation outlined in SOP 102.17. Refer to Metro SOP 101.17 and 102.17 for more information.

3.3 Work within 25 feet of the overhead power lines (catenary or conductor rail) or that otherwise could come in contact with the overhead lines requires de-energization of these lines. Exceptions must be approved by Metro.

3.4 Work performed overhead of Metro ROW, including but not limited to, MetroLink Operating ROW, active Metro Bus lanes, Metro facilities, or other Metro infrastructure requires protection of this property in the safest manner and at the Contractor’s expense. All protection means and methods shall be explained in the detailed work plan submittal for Metro approval.

4.0 Allowed MetroLink Work Windows.

4.1 Work Under a Restriction (Work performed within 25 feet of the track, but not requiring de-energization of overhead wire, without risk of falling debris onto trackway or equipment fouling the track limits).

- (a) Work under a restriction is allowed from 7:30AM to 4:30PM daily, Monday through Friday. Other times may be approved by Metro.

4.2 Work with Tracks Out of Service and/or Requiring the De-energizing of Overhead Catenary Wire.

- (a) Work with either or both tracks “Out of Service” is allowed nightly after revenue service and before revenue service resumes, with prior approval from MetroLink Operations and Traction Power and in coordination with other scheduled work on the alignment.
- (b) If work requires de-energization of the overhead wire, allow twenty (20) minutes each for a power down and a power up.

4.3 Work Performed Under an Off-Track Permit (Work performed overhead with protections in place for possible falling debris or fouling the tracks, or just beyond 20-ft from an active track).

- (a) Work is allowed daily, upon Metro’s approval of weekly permit application.

4.4 Work With Both Tracks Out of Service (Weekend Shutdown with Station Shuttle)

- (a) With a minimum of two (2) months’ notice, Metro Operations may allow removing both tracks from service on non-special event weekends. All weekend shutdown requests are subject to Metro approval. A minimum two (2) months’ notice is required to allow for Metro Operations to plan for shuttling customers between stations and advance customer communication. The Contractor shall submit work plan at the time of the two months’ notice.
- (b) Only two (2) weekend shutdowns are anticipated. The first will be for power washing the Bridge A3007 span over Metro. The second will be for painting the Bridge A3007 span over Metro.
- (c) Specific to this project location, both tracks will be removed from service after revenue service on Friday night (approximately 1:15am) and returned to service prior to the beginning of revenue service on Monday morning (approximately 3:53am), providing the contractor approximately fifty (50) hours of work window with no train service within the project limits.

- (d) If work requires de-energization of the overhead wire, allow twenty (20) minutes each for a power down and a power up.
- (e) Allow eight (8) hours at the end of the outage for restoration of rail systems and operation of a Metro Test Train, as required.
- (f) High Rail Vehicles may be utilized to power wash and paint the span over Metro. If used, high rail vehicles shall be inspected by Metro 14 calendar days prior to use or as per Metro SOP 101.7, and after an on-track permit has been issued by Metro. High rail devices may be set on the MetroLink tracks west of the McDonnell Overpass east of Lambert Airport, and shall not exceed a vertical height of eleven feet, five inches (11'-5") from the top of rails in order to sufficiently clear the McDonnell Bridge over Metro.
- (g) MetroLink catenary wires shall be protected at all times during power washing and painting operations. The Contractor shall submit a plan to protect wires during all contractor activities. The contractor shall submit the ingredients used in the power wash material to ensure the tracks are not contaminated with corrosive or conductive materials. The tracks and catenary lines shall be protected from paint contamination during painting operations.

4.5 All work should be completed in a timely, but safe, manner as to Minimize Tracks Out of Service and Required De-energizing of Overhead Wires.

5.0 General Requirements for Work Affecting MetroLink Operating ROW.

5.1 A project Work Plan, Schedule, Job Hazard Analysis, and Safety Action Plan using the BSD's Contractor Safety Action Plan (SAP) included within the Electronic Deliverables shall be submitted to Metro for review a minimum of 2 weeks in advance of the proposed work.. Schedule change/updates must be submitted to Metro for review for the duration of the project.

5.1.1 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

5.1.2 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 (OCC) at the following phone number: **314-289-6870**

6.0 Basis of Payment. No direct pay will be made for permitting and coordination with Metro. Payment for compliance with this provision shall be considered completed covered by bid items provided for in the contract.

L. MetroLink Information within Electronic Deliverables

The contractor shall be advised that within the Electronic Deliverables for J613571 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.

M. Site Clearing and Restoration

1.0 Description. Restore to its original condition any disturbed area at sites including, but not limited to items such as: pavement markings, guardrail, sidewalk, ramp, bus stop pad, sprinklers, pull box, conduit, and pole base installations. Restoration shall be accomplished by placing material equivalent to that of the adjacent undisturbed area. Disturbed unpaved areas shall be fertilized and either seeded and mulched or sodded as directed by the engineer. The engineer will have the final authority in determining the acceptability of the restoration work.

2.0 Materials. Any areas of concrete paved ditch, pavement and shoulders as well as any similar improvements shall be replaced with improvements of similar composition and thickness. Removals shall be achieved by means of full depth saw cut, the resulting subgrade compacted to minimum density requirements and topped with 4 inches of compacted aggregate base course prior to replacement of surface materials. Concrete materials used in replacement shall be approved by the engineer. A commercial asphalt mix may be used for replacement of asphaltic surfacing upon approval of the engineer.

2.1 Unless quantities and pay items for removal and subsequent replacement of improvements are contained in the plans for a specific location of removal work, no direct payment will be made for full depth saw cutting and the removal and subsequent replacement of asphalt, pavement, shoulders etc. This work will be considered as included in the various unit bid prices established in the contract, and no additional payment will be made.

2.2 If the contractor elects and receives approval from the engineer for alternate trench and/or pull box locations, any areas of concrete slope protection, sidewalk, pavement, shoulders, islands and medians – as well as any similar improvements consisting of asphaltic concrete materials – removed in conjunction with their construction shall be replaced with improvements of similar composition and thickness. Removals shall be achieved by means of full depth saw cuts, the resulting subgrade compacted to minimum density requirements and topped with 4 inches of compacted aggregate base course prior to replacement of surface materials. Concrete materials used in replacement, shall be approved by the engineer. A commercial asphalt mix may be used for replacement of asphaltic surfacing upon approval of the engineer.

2.3 Any sidewalks and curb ramps that are disturbed as described in this provision shall be replaced to meet current ADA standards.

2.4 All guardrail post holes remaining from the removal of existing guardrail posts in existing concrete or asphalt pavement or ditch shall be backfilled with a granular material and sealed with a ½ inch hot-poured elastic type material in accordance with Section 1057 or as approved by the Engineer. Any concrete or asphalt pavement or ditch damaged in the process of fulfilling this provision shall be replaced in kind and considered incidental to the installation of the new guardrail at the disturbed location

2.5 Areas that are used by the contractor for jobsite trailers, equipment and materials storage, or used for project staging areas that are disturbed shall be cleaned up and restored to a condition that is both acceptable to the engineer and, at a minimum, equivalent to the existing site condition.

3.0 Basis of Payment. No direct payment will be made for any materials, equipment, time, or labor, which is performed under this provision. Cost for compliance with this provision shall be considered completely covered by the bit items provided for in this contract.

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 a Lane Closure on I-70

- (a) All work requiring a lane closure on I-70, one TMA per lane and shoulder
- (b) All work requiring a 6 foot or wider shoulder closure on I-70

2.2 Work Requiring a Lane Closure on I-170

- (a) All work requiring a lane closure on I-170, one TMA per lane and shoulder
- (b) All work requiring a 6 foot or wider shoulder closure on I-170

2.3 Work Requiring a Ramp Closure or Lane Narrowing

- (a) All work requiring a ramp closure
- (b) All work requiring lane infringement or narrowing on any ramp

2.4 Work Requiring a Lane Closure on McDonnell Boulevard Bridge (A4226)

- (a) All work requiring a lane closure

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. Miscellaneous Construction Requirements

1.0 Clearing and Grubbing. No direct payment shall be made for any clearing or grubbing required to construct this project.

2.0 Field Verification. Plan details for this contract work are based upon available plans, utility maps, and aerials with plan preparation for this proposed work. No warranty is made on either the accuracy or completeness of these available documents. It is the contractor's (bidder's) responsibility to assess the actual field conditions and verify the location of all utilities and verify whichever dimensions are required for the performance of the work. No direct payment shall be made for any expense incurred by the contractor for his/her compliance with this provision.

3.0 Hauling over Streets. Streets over which hauling is performed shall be kept reasonably clean of spills or tracked-on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public. The contractor must be aware that emergency vehicles may be required to pass during hauling operations and the contractor shall be in a position to allow passage of such emergency vehicles. No direct payment shall be made for any expense incurred by the contractor for his/her compliance with this provision.

4.0 Removing and Resetting Fencing/Guardrails. No existing guardrail or fencing shall be removed without written approval by the Engineer. Any Guardrail or fencing that the Engineer allows to be removed will only be allowed during working hours, and all fencing and guardrail shall be reinstalled to its original condition and location during non-working hours. The Contractor shall determine what guardrail or fencing needs to be removed for site access, and no direct payment shall be made for removal or reinstallation of guardrail or fencing. Any fencing or posts, guardrail beams, blockouts or posts, or crash cushions or attenuators damaged due to the contractor's activities shall be replaced in kind at the contractor's expense.

5.0 Erosion Control, Seeding, Fertilizing, Mulching. No temporary or permanent erosion control device pay items are provided in this contract. No permanent seeding, fertilizing, or mulching pay items are provided in this contract. Ground disturbed by the Contractor to access bridges will require appropriate erosion control devices in accordance with Standard Plan 806.10, including sediment removal, other erosion control devices, and the removal of any installed erosion control devices. All disturbed areas shall be restored in accordance with JSP – Site Clearing and Restoration, and will include seeding as noted on Standard Plan 805.00. No direct payment will be made for erosion control devices, fertilizing, seeding or mulching disturbed areas for bridge access.

6.0 Survey Data. Plans were drawn using aerials, as-built plans, and an independent coordinate system which cannot be used for any field survey work. No survey data, coordinate points, or reference points are available for this project for use in the field. The contractor shall establish any survey data which may be required to construct this project.

7.0 Law Enforcement. The contractor shall notify the Engineer at least 14 calendar days prior to ramp closures in order to schedule local or state law enforcement personnel to be on site prior to the actual closure. No closure will be allowed without the presence of law enforcement or as directed by the Engineer.

8.0 No direct payment will be made for any nighttime illumination required to complete this project.

9.0 All materials, time, equipment and labor required to comply with this special provision shall be considered completely covered by the bid items provided in the contract.

P. Traffic Signal Maintenance and Programming

1.0 Description. Traffic signal maintenance and timing for this project shall be in accordance with Section 902 of the Standard Specifications, and specifically as follows.

2.0 Qualified Traffic Engineer

2.1 The Contractor shall have an experienced traffic engineer with a Professional Engineer's (PE) license in Missouri as well as a Professional Traffic Operations Engineer (PTOE) certification (hereafter referred to as "Contractor's traffic engineer") with the noted experience defined below. The Engineer shall approve the traffic engineer prior to them being hired.

2.2 Experience. Any proposed Contractor traffic engineer shall be able to demonstrate personal successful previous experience in the following tasks:

2.2.1 Response. The Contractor's traffic engineer shall have the ability to be on site within one (1) hour of being requested.

2.2.2 Corridor Management: Time/space diagram manipulation in order to successfully adjust offsets and splits for rapidly changing traffic demands.

2.2.3 Controller Programming: Ability to program by hand and by software Phase, TBC, and Coordination levels of any Commission-owned Advanced Traffic Signal Controller.

2.2.4 Intersection Programming: Implementation of adjusted and/or new timing plans as a result of changing traffic demand.

2.2.5 Signal Software: Use and understanding of TransCore traffic control software.

2.3 The Contractor shall submit the names(s) of proposed traffic engineer(s) and the name(s) of all other personnel on their proposed staff along with detailed experience in all tasks outlined in Paragraph 2.2 above. The Engineer reserves the right to reject any Contractor traffic engineer, before the start of work, who does not have sufficient experience or, at any point during the project, which does not satisfy the requirements set forth within this Job Special Provision. A list of potential traffic engineers shall be submitted for review to the Commission prior to bid.

2.4 VPN Access. The Commission operates the noted signals through a central signal system which is capable of remote adjustments to controller programming.

2.4.1 The approved contractor's traffic engineer and any staff assigned to manage the traffic signals during the project is encouraged to apply for VPN (Virtual Private Network) access with the Engineer once the project is awarded. If approved, the Engineer will assign a unique IP address to the Contractor's traffic engineering staff, which will allow for remote access to the Commission's central signal control system as appropriate and the ability to interface with the noted signals on this project.

3.0 Existing Traffic Signals and Communication System

3.1 The Contractor shall notify the Engineer three (3) weeks prior to the date of ramp bridge closure and detour implementation. The contractor shall meet with the Engineer's representatives

to discuss their traffic mitigation plan at least one (1) week before the date of the first closure and as needed between construction stages. The traffic mitigation plan should at a minimum include:

- Proposed Timing Plan changes and any models
- Anticipated locations of concern
- A map in electronic format displaying the locations and names of the signals as detailed in Paragraphs 3.2 and 3.3 below.
- Other traffic mitigation efforts

3.2 Maintenance at these locations for items other than controller programming issues or incidents caused by controller programming or other construction done by the Contractor shall remain with the Commission. If any part of an existing traffic signal or its controller within the limits of this project has otherwise been modified or adjusted by the Contractor, or the Contractor makes any roadway changes to reduce the traffic capacity through a signalized intersection within the limits of the project, or the Contractor begins work at an intersection with signals already in operation, the Contractor shall then be solely responsible for that signal's controller programming and all signal maintenance as specified in 902.2 and 902.3, except for power costs, until Final Acceptance of the project.

Commission Signals, Permanent:

- Route 115 (Natural Bridge) Interchange Ramp Terminals
- Scudder Road Interchange Ramp Terminals

3.3 The Engineer shall provide to the Contractor with two (2) weeks' notice an electronic report on the existing phasing and timing of each traffic signal which may be the Contractor's responsibility to program. The Engineer shall be available to the Contractor before any changes are made to a signal or controller to answer any questions about the report. In lieu of the report, the Contractor's traffic engineer may obtain this information from the Commission's central signal control system. Once the Contractor has modified a signal or controller for any reason, the Contractor shall be solely responsible for the existing timing plans and all subsequent timing changes.

3.4 The Contractor shall notify the Engineer of the changes no later than (1) working day after changes are programmed if unable to provide advance notice as specified in 902.2.

3.5 The Contractor shall be solely responsible for maintaining the coordination at any affected signal to the satisfaction of the Engineer until completion of work as set forth in section 3.2 of this provision. Maintenance of coordination may include the synchronization of the affected controller's internal time clocks to the second using an atomic clock, or other means approved by the Engineer. If time clock synchronization is used, the Contractor shall verify all affected controllers are synchronized at least one (1) time per week with a report to the Engineer.

3.6 This report will be in the form of a documentation record as spelled out in the Work Zone Traffic Management Plan.

4.0 Existing Traffic Signal Maintenance and Response

4.1 The Contractor shall respond to any signal timing complaints or malfunction complaints for those locations detailed in Section 3.0 of this provision and as specified in Section 902.21.1. Response time shall be one (1) hour for complaints received by the contractor between 6:00 a.m. and 6:00 p.m. on non-holiday weekdays, and two (2) hours for all other times. For some cases (due to travel times or other extenuating circumstances) additional time may be acceptable within

reason but must be approved by the Engineer. These timeframes will replace the '24 hour' response time in Section 105.14 for any signal-related incidents, where the entire cost of the work, if performed by Commission personnel or a third party, will be computed as described in Section 108.9 and deducted from the payments due the Contractor.

4.2 The Contractor must supply a contact name and phone number who will be responsible for receiving signal timing complaints for the Engineer. These complaints may be forwarded directly to the Contractor by someone other than the Engineer, including but not limited to the Commission's Customer Service Representatives, and will not relieve the Contractor from properly responding based on the response times of this Provision. The Contractor shall respond to the Engineer within 12 hours of the complaint as to the remedy. The Contractor shall submit to the Engineer a weekly report of complaints received and remedies performed throughout the duration of the project.

5.0 Original Signal Controller Programming and Acceptance

5.1 The Contractor will be responsible for restoring the original signal controller programming at existing intersections and coordination plans for each intersection immediately upon ramp reopening. The Engineer shall preserve and house the original controller files and provide the Contractor with access to those files in order to perform the restoration of the original plans. Normal plan restoration can be done by a manual command in the signal control system or a preprogrammed time-of-day command change. For any locations rendered offline at the time of re-opening, these locations shall be returned to normal operation by hand. The contractor will be relieved of signal programming maintenance at an existing restored intersection once 48 consecutive hours have passed without a programming malfunction, including restoring normal signal programming to the satisfaction of the Commission.

6.0 Post Project Report

6.1 The Contractor shall submit to the Engineer a post project report, four to six weeks after the final signal adjustments have been completed. The report shall include at a minimum an observation report, summary of timing changes and locations, summary of complaints, and any other pertinent information regarding the contractor's efforts for managing these signal corridors in one electronic document.

7.0 Deliverables

7.1 All deliverables mentioned in this provision shall be submitted to the Engineer in a timely manner to the satisfaction of the Engineer prior to receiving full compensation for this work.

- Experience submittal
- Preliminary Traffic Mitigation Plan
- Notification of Detour Implementation
- Time Base Reports, As Needed
- Complaint Resolutions
- Notification of Restoration to Normal Operations
- Post Project Report

8.0 Construction Requirements. Construction requirements shall conform to Sections 902, 1061 and 1092.

9.0 Method of Measurement. Method of measurement shall conform to Section 902.

10.0 Basis of Payment. Payment will be considered full compensation for all Contractor services, installation, and labor to complete the described work:

Item No.	Unit	Description
616-99.01	Lump Sum	Traffic Signal Maintenance and Programming

Q. Temporary Suspended Walkways

1.0 Description. The contractor may chose to utilize a temporary suspended walkway system in order to paint the bridges included in his contract. Any temporary suspended system shall be submitted to the Engineer for review and approval, and the system shall be signed and sealed by a Professional Engineer registered in the state of Missouri. A temporary Suspended Walkway shall not be allowed within 25 feet over the MetroLink Operating Right of Way under Bridge A3007.

2.0 Vertical Clearance Requirements. The contractor shall only be allowed to utilize a temporary suspended walkway system that shall maintain a minimum of 16'-6" of vertical clearance above any shoulder or pavement elevation over which the system is installed. The contractor shall submit a plan for any bridge when using a temporary suspended walkway, and the plan shall be submitted for review at least 7 calendar days prior to its use. The Engineer shall approve the plan before it is installed on any bridge. The Contractor shall field verify vertical clearances over each lane where the system will be installed.

3.0 System Installation, Maintenance, Removal. If the contractor installs a temporary suspended walkway on a bridge, it shall be done in such a manner that it will not damage the bridge in any way, or overload the bridge deck or safety barriers. Any damage done to any part of any bridge due to the contractor's activities shall be repaired in kind at the contractor's expense, and as approved by the Engineer.

3.1 If the system requires hardware connections that extend beyond the front face of the bridge safety barrier, Trim Line Channelizers shall be placed along the bridge shoulder at 25-foot spacings along the length of the system hardware on the bridge, and a minimum of 200 feet prior to the first hardware connection.

3.2 Existing Vertical Clearances. Below is a list of the estimated existing vertical clearances for the bridges on this project. It will be left to the contractor to decide which bridges to install a suspended walkway system, and which bridges it will not be allowed based on the above-mentioned vertical clearance requirements, and the walkway system used. The contractor shall note that a number of bridges have varying clearances over different lanes and shoulders, and that the contractor will be allowed to use suspended walkways and/or standard lane or shoulder closures for the same bridge, depending on existing clearances and the contractors preferred method of construction.

3.3 The contractor shall verify all minimum Vertical Clearances in the chart below and any other areas not captured in the chart which may affect construction operations or other miscellaneous items of work. This shall be a point of discussion during the pre-activity meetings for each work area in the contract.

Bridge No.	Direction Served	Min. Vertical Clearance	Bridge Over
A2999	NB I-170 to Airport/WB I-70	17'-8"	SB 170
A3000	EB I-70 to NB I-170	27'-0"	Ramp 22
A3001	WB I-70 at I-170	23'-1"	SB 170 and Ramp 21
A3002	NB I-170 to WB I-70	16'-9"	SB 170
A3003	EB I-70 to NB I-170	17'-10" & 47'-6"	Ramps 21 and 24, SB 170 & WB 70
A3004	EB I-70 at I-170	16'-8"	SB 170
A3005	EB I-70 at I-170	16'-7" & 18'-8"	Ramp 24, NB 170
A3007	WB I-70 to SB I-170	16'-5"	Ramps 21 & 24 EB 70, Metrolink, NB 170
A3008	WB I-70 at I-170	26'-0"	NB 170
A4226	Over EB & WB I-70	16'-4" - 18'-9"	EB & WB 70
A4282	EB N. Outer Road to EB I-70	18'-8" - 19'-11"	EB & WB 70
L0810	WB Rte 115 to WB I-70	15'-6"	EB 70

4.0 Method of Measurement. Measurement will not be made for this work.

5.0 Basis of Payment. Cost for utilizing Temporary Suspended Walkways, or standard lane and shoulder closures to paint bridges, regardless of the number of set ups or installations on any bridge in this project shall be considered completely covered by LUMP SUM TEMPORARY TRAFFIC CONTROL, per lump sum, and shall include all labor, time, materials, and equipment required to install, maintain, and remove the temporary system or standard lane and shoulder closure.

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

R. Bridge Weight Restrictions

1.0 The Contractor's vehicles or equipment shall not exceed legal loads on any bridge.

1.1 If the Contractor proposes to store or move heavy equipment on a structure for this project, the Contractor shall submit requests to MoDOT Bridge Division through the Engineer for the specific equipment to be reviewed. The Engineer will approve of the storage of materials or use of heavy equipment on bridge structures. No storage on bridges shall be allowed except during nighttime hours.

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

S. Liquidated Damages Specified, Weekend Closures JSP-93-28A

1.0 Description. The contractor shall only be allowed up to 25 weekend closures. A weekend closure is defined as any weekend when Ramp 21, 22 or 24 is closed to traffic between Friday at

9 PM and Monday at 5 AM, or one lane on I-70 is closed beyond the hours listed for Saturday or Sunday in Section 3.4 of the Work Zone Traffic Management job special provision provided in this contract. There shall be no approved weekend closures on I-170 for any work other than the approved daytime and nighttime working hours listed in Section 3.4 of the Work Zone Traffic Management job special provision provided in this contract. If more than 25 weekend closures are required, 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 delay, with its resulting cost to the traveling public. 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 **\$5,000** per weekend closure above 25 closures, 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 excess weekend closure time.

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

T. Liquidated Damages Specified, MetroLink

1.0 Description. If power washing and painting overcoat for the Bridge A3007 span over MetroLink is not completed over the two (2) weekends specified in the MetroLink Requirements Job Special Provision, 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 delay, with its resulting cost to the traveling public. 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 **\$32,500** per every additional weekend, or partial weekend, that power washing and painting overcoat for the Bridge A3007 span over MetroLink is not completed 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 excess closure time.

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

U. Order of Work

1.0 In addition to other schedule requirements outlined in other special provisions, the contractor shall be required to maintain and provide a schedule showing 28 calendar days ahead of any planned weekend closures. For the purposes of this job special provision, a weekend closure is defined as any weekend in which a ramp is closed to traffic for more than 12 hours, or one lane on I-70 is closed over a weekend for more than 12 hours. An updated 28 calendar day schedule shall be provided on a weekly basis to the Engineer throughout the duration of the project.

1.1 For each weekend activity, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following four weekend periods. The weekend

schedule shall detail all work and traffic control events planned for each weekend period and any Hold Points specified by the engineer. A follow-up pre-activity meeting with the engineer shall be conducted by the contractor to address the weekend closures, work to be performed, law enforcement needs, WZM responsibilities, etc.

1.12 Ten (10) calendar days prior to a weekend closure, the Contractor shall conduct a preactivity meeting with the engineer and other pertinent parties to discuss traffic control device installation, safety plans, emergency service and airport notifications, and any other issues as determined by the Engineer. The Workzone Manager shall be present at each meeting and play a vital role in the topics covered.

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

V. Coordination with Other Projects

1.0 Description. The contractor shall coordinate traffic management between this project and any other projects on I-70 or I-170, and projects which affect I-70 and I-170, including future projects. Each Contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Engineer shall be the referee and the Engineer's decision shall be final and binding on all.

2.0 Coordination. The Contractor shall coordinate work within the limits of the project with the following Missouri Department of Transportation projects:

- I-170 Structural Sign Replacements Project (Job No. J613650)

This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, private, MoDOT maintenance, Lambert Airport, permit, or other projects that may impact project construction or traffic control in the vicinity of this project. It shall be the responsibility of the contractor to determine what, if any, projects other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

4.0 Site Construction. The Contractor shall arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractor.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of the equipment, labor, materials, or time required to for this coordination with other projects.

W. MoDOT's Construction Workforce Program NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor's Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an

approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 *By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.*

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether

the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4

Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).