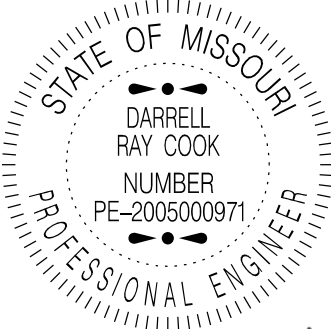


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(Job Special Provisions shall prevail over General Provisions whenever in conflict therewith.)

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 <p>10/17/2024 06:05:35 DARRELL RAY COOK - CIVIL MO-PE-2005000971</p>	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JSR0296C BENTON COUNTY  DATE PREPARED: 08/12/2024
	ADDENDUM:

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

JOB  
SPECIAL PROVISION

A. General – State JSP-09-03K

**1.0 Description.** The Federal Government is not participating in the cost of construction of this project.

**1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has 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.

State Wage Rates

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans  
For Highway Construction

These supplemental bidding documents contain all current revisions to the published versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

B. Contract Liquidated Damages JSP- 13-01D

**1.0 Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

**2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all 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:	September 1, 2025

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

Project	Calendar Days	Daily Road User Cost
<b>JSR0296C</b>	<b>N/A</b>	<b>\$1800</b>

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$250** per job 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. Required Combination of Calls JSP-17-01A

**1.0 Description.** The following calls are in required combination of calls and bids shall be submitted for all calls. In accordance with Sec 102.8, if bids are not submitted for all calls listed below, the bids will be considered irregular.

<u>Call</u>	<u>Job Number(s)</u>
241115-G7A	JSR0296B
241115-G7B	JSR0296C

**1.1** The combination of the total prices of the bids for all calls listed in section 1.0 will be used to determine the low bid. A separate contract will be executed for each call.

**2.0** Per Sec 108.1.1, the contractor's organization shall perform work amounting to no less than 30 percent of the original contract price. This requirement shall apply separately to each contract in the required combination.

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

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

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without

prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

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

### **2.5.1 Traffic Safety.**

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

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

### **3.0 Work Hour Restrictions.**

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

<b>When Independence Day falls on:</b>	<b>The Holiday is Observed on:</b>	<b>Halt Lane Closures beginning at:</b>	<b>Allow Lane Closures to resume at:</b>
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

**3.2** The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer. The contractor may not work during the following listed hours:

### **4.0 Detours and Lane Closures.** Using CMS Board without communication

**4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for

use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

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

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

E. 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 resident 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.

**JSR0296C**

Missouri Highway Patrol Troop D: 417-895-6868
MoDOT Customer Service: 417-895-7600
Benton County Sheriff: 660-438-6135

**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.

F. 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.

Ray Cook, Project Manager  
Southwest District Office  
3205 East Kearny,  
Springfield MO 65803

Telephone Number: 417-895-7644  
Email: [Darrell.Cook@modot.mo.gov](mailto:Darrell.Cook@modot.mo.gov)

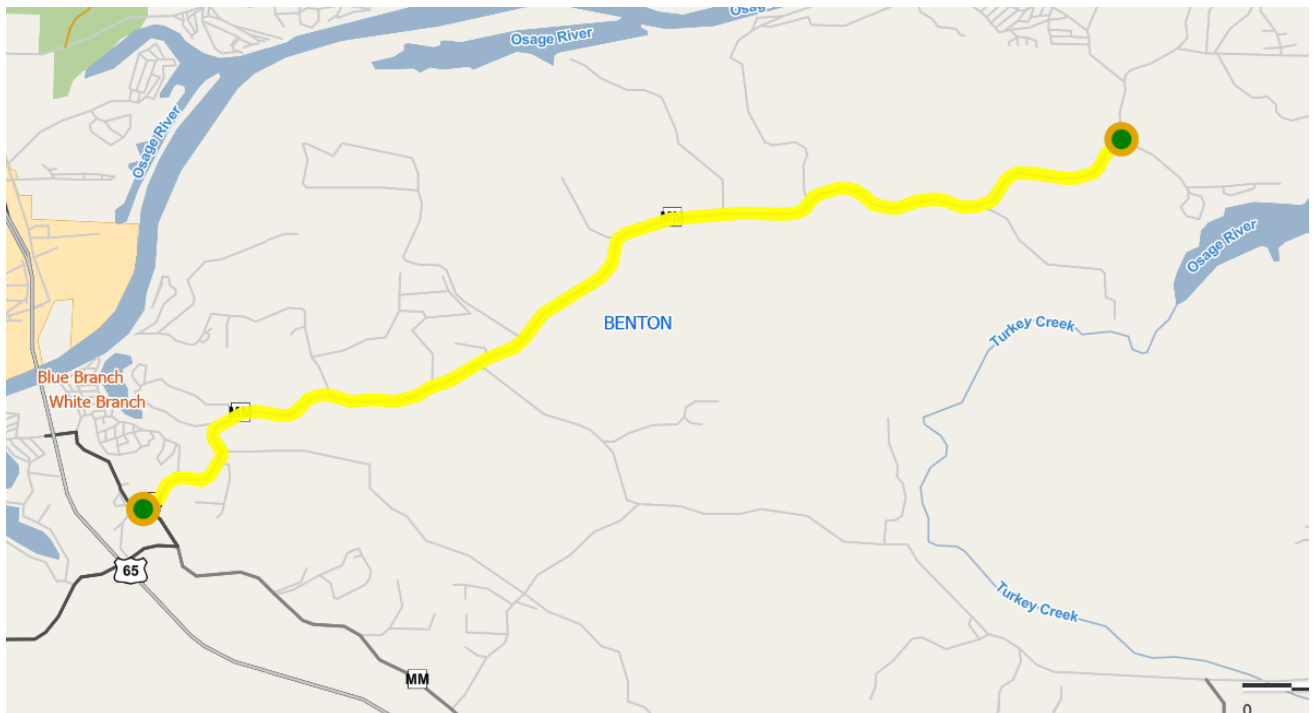
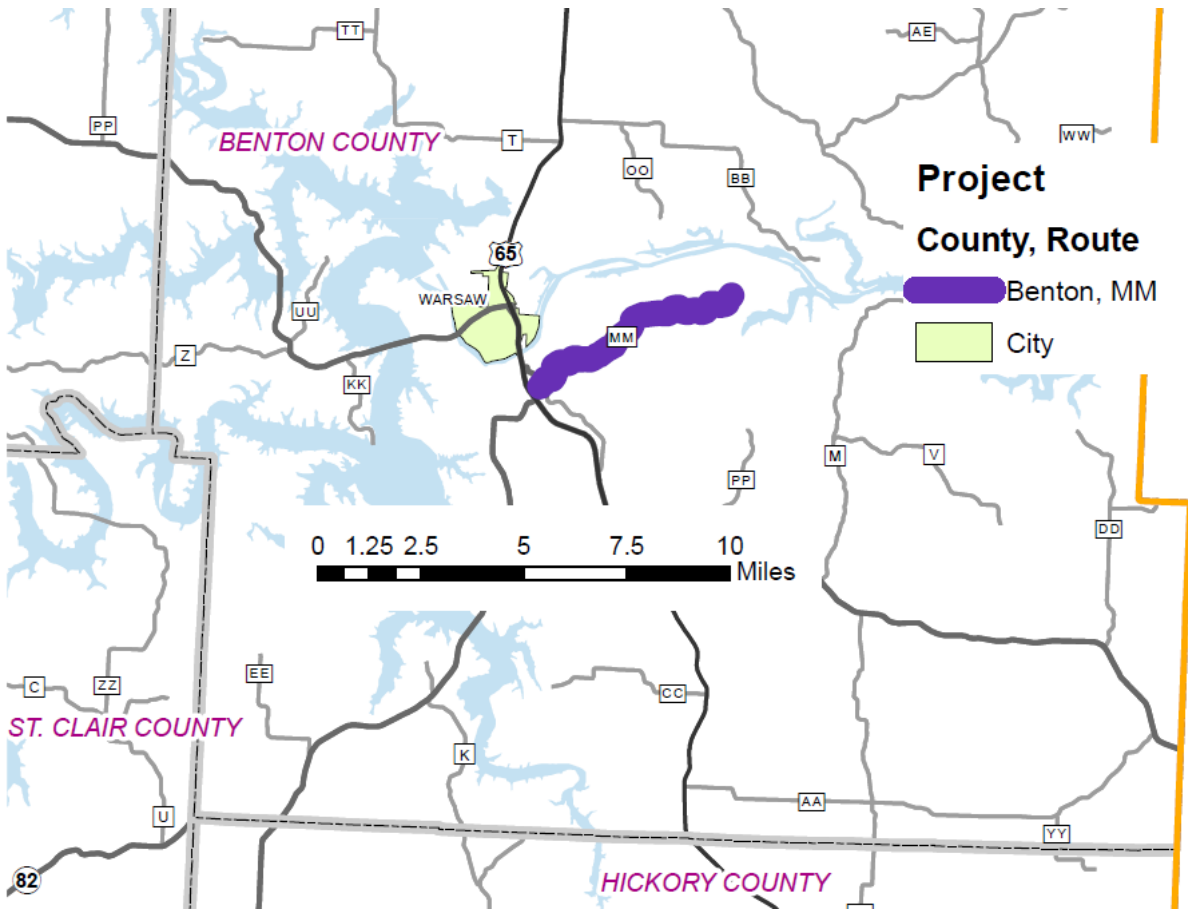
All questions concerning the bid document preparation can be directed to the Central Office – Design at (573) 751-2876.

G. JSR0296C Project Details and Quantities

**1.0 Description.** This project consists of placing bituminous material followed by placing cover aggregate material as described here in and in accordance with Section 409 of the Missouri Standard Specifications for Highway Construction.

PROJECT LIMITS: JSR0296C						
County - Route	AADT	Begin Log	End Log	Length (Mi)	Average Width (Ft)	COMMENTS
Benton county Route MM	1365	0.000	5.947	5.947	20	
No Exceptions						

LOCATION MAP JSR0296C



### 3.0 JSR0296C Pavement Quantities.



**3.1 Pavement quantities are as follows**

<b>JSR0296C SEAL COAT GRADE B1 QUANTITIES</b>								
County	Begin	End	Length	Average	Seal Coat	Binder	Fog Seal	
Route	Log	Log	(Mi)	Width (FT)	(SQ YD)	(Gal)	(Gal)	COMMENTS
<i>Benton county Route MM</i>	0.000	5.935	5.935	20	69637.0	24373.0	-	Begin a N. end.
	5.935	5.947	0.012	Varies	432.0	151.2	-	End at Mo 83
				<b>TOTAL (B1)</b>	<b>70069.0</b>			
				<b>TOTALS</b>		<b>24524</b>	<b>0</b>	
					Seal Coat	Binder	Fog Seal	
					(SQ YD)	(Gal)	(Gal)	

**4.0 JSR0296C Temporary Traffic Control Plans.** See [Standard Plan 616.20](#) for standard temporary traffic control requirements.

**4.1 Construction signs and channelizers are as follows:**

JSR0296C

CONSTRUCTION SIGNING AND CHANNELIZERS						
SIGN NO.	SIGN	SIZE (in.)	AREA (FT.2)	QTY.	TOTAL AREA	DESCRIPTION
1*	GO20-1	60 X 24	10		20	ROAD WORK NEXT XX MILES & XX MILES
2**	WO20-1	48 X 48	16		0	ROAD WORK AHEAD
7	WO20-4	48 X 48	16		0	ONE LANE ROAD AHEAD
8	WO20-7a	48 X 48	16		0	FLAGGER (SYMBOL)
11	WO3-4	48 X 48	16		0	BE PREPARED TO STOP
26	GO20-2	48 X 24	8		0	END ROAD WORK
35	WO8-12	48 X 48	16	4	64	NO CENTER LINE
53	GO20-4	36 X 18	4.5		4	PILOT CAR FOLLOW ME
57***	WO8-7a	36 X 36	9	4	36	FRESH OIL LOOSE GRAVEL
58	GO20-4a	42 X 30	8.75		0	PILOT CAR IN USE WAIT & FOLLOW
58	GO20-4a	18 X 12	1.5		0	PILOT CAR IN USE WAIT & FOLLOW
59	CONST-8	48 X 36	12		0	WORK ZONE NO PHONE ZONE
	GO22-1	21 X 15	2.19		0	WET PAINT (ARROW PIVOTS)
					124	SUBTOTAL - CONSTRUCTION SIGNS
ITEM NO. 616-10.05					124	USE
ITEM NO. 616-10.25						CHANNELIZERS (TRIM-LINE)
ALL OTHER TRAFFIC CONTROL TO BE USED FROM JSR0296B						
* - IF LESS THAN TWO (2) MILES, DELETE SIGN NO. 1.						
** - ADDITIONAL SIGN NO. 2 USED AS SHOWN ON TRAFFIC CONTROL SHEET 3 OF 5 AND AS DIRECTED BY ENGINEER.						
*** - FRESH OIL/LOOSE GRAVEL SIGN SHALL BE PLACED AT THE START OF THE PROJECT AND AT ONE MILE INTERVALS. SIGNS SHOULD ALSO BE INSTALLED AFTER THE INTERSECTION OF A STATE ROUTE. ADDITIONAL SIGNS MAY BE INSTALLED AFTER OTHER INTERSECTIONS, AS DIRECTED BY THE ENGINEER.						
REFER TO STANDARD PLAN 616.10 AND 903.03 FOR SIGN AND SIGN MOUNTING REQUIREMENTS.						

See JSP J for Paid by Lump Sum Items

#### 4.2 JSR0296C Other Traffic Control Devices and Mobilization are as follows:

##### JSR0296C

ITEM NO.	QTY.	DESCRIPTION
616-10.98A	2	CHANGEABLE MESSAGE SIGN
618-10.00	LUMP SUM	MOBILIZATION

#### 5.0 JSR0296C Pavement Marking. Pavement marking quantities are as follows:

##### JSR0296C

4" STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS					
County	Begin	End	Length	4" WHITE	4" YELLOW
Route	Log	Log	(Mi)	Length (ft)	Length (ft)
Benton county Route MM	0.000	5.947	5.947	62800.320	62800.320

	<b>TOTAL</b>		<b>5.947</b>	<b>62800</b>	<b>62800</b>

**JSR0296C**

24" PREFORMED THERMOPLASTIC PVMET MARKING				
County	Begin	End	Length	24" WHITE
Route	Log	Log	(Mi)	Length (ft)
Benton County Route MM	0.000	5.947	5.947	12
	<b>TOTAL</b>		<b>5.947</b>	<b>12</b>

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](http://www.modot.org/quality)).

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

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

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

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

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

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

#### **4.0 Work Planning and Scheduling.**

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

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

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

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

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

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

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

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

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

I. 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 26.11, 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.

#### J. Lump Sum Temporary Traffic Control JSP-22-01

##### **1.0**

**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

**616.12 Basis of Payment.** All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.

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

**616.12.1.1 Partial payments.** For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum

Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

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

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

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

**List of items included in lump sum traffic control:**

**616-10.05 – Construction Signs**

**616-10.25 – Channelizer (Trim Line)**

**616-10.40 – Flashing Arrow Panel**

**616-11.20 – Installing “Drive Smart” Sign**

**616-11-34 – Installing “Point of Presence” 36” x 48” Sign**

K. Pavement Marking Log

**1.0 Description.** This work shall consist of the Contractor documenting the location of all existing pavement markings prior to coldmilling or resurfacing and installing new pavement markings to match the scheme that was in place prior to the project.

**2.0 Construction Requirements.** Prior to the start of resurfacing work, the Contractor shall document the color, type, and location of the existing pavement markings, including any change in pavement marking (e.g., solid yellow to intermittent yellow on the centerline) and no passing zones. The Contractor shall submit the method of documentation to the Engineer for approval prior to recording the existing pavement marking information.

**2.1** The existing pavement marking documentation provided by the Contractor shall include the location of existing pavement markings by either station or log mile. The Engineer shall reserve the right to make adjustments to the final pavement marking locations. The Engineer will provide the Contractor with any adjusted locations. Under no circumstances shall the Contractor make adjustments to the location of permanent pavement markings without the Engineer’s approval.

**2.2** All permanent pavement markings shall be installed in accordance with Sec 620.

**3.0. Temporary Pavement Marking.** The Contractor shall provide temporary pavement marking in accordance with Sec 620 and Standard Plan 620.10. No compensation will be made to the Contractor for temporary pavement marking.

**4.0 Method of Measurement.** Measurement will be made in accordance with Sec 620.

**5.0 Basis of Payment.** No direct compensation will be made to the Contractor for compliance with this provision. All costs associated with the equipment, labor, materials, and time necessary to fulfill the requirements of this provision shall be considered completely covered by the pavement marking (Sec 620) line items in the contract.

L. Permanent Pavement Marking - SW

**1.0 Description.** This work shall consist of furnishing and placing permanent centerline, edge line, and lane line markings as specified, at locations shown on the plans or as approved by the engineer. This work shall be in accordance with Section 620 and specifically as follows.

**2.0 Construction Requirements.** On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings.

**3.0 Basis of Payment.** The accepted quantity of permanent pavement marking paint will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material or time necessary to complete the described work including any other incidental items.

M. Temporary Raised Pavement Markers

**1.0 Description.** The contractor shall provide Temporary Raised Pavement Markers in accordance with Section 620.2.5 and 620.60 in addition to the following.

**2.0 Construction Requirements.**

**2.1** The contractor shall place and maintain Temporary Raised Pavement Markers (TPRM's) on pavement undergoing milling or resurfacing operations in accordance with Section 620.2.5.

**2.2** Any damage or loss of Temporary Raised Pavement Markers due to contractor operations including installation of rumble strips will be replaced at the contractor's expense. Temporary Raised Pavement Markers may be offset to allow for installation of rumble strips as approved by the engineer.

**2.3** The spacing shall be 40' for centerline and edge line on two-way sections with aggregate or paved shoulders 4 feet or less. For shoulders on multilane divided sections or two-way sections

with paved shoulders greater than 4 feet wide, the contractor shall space the Temporary Raised Pavement Markers as shown in the Standard Plans.

**2.4** The contractor shall remove the Temporary Raised Pavement Markers after the completion of the permanent pavement marking as approved by the engineer.

**3.0 Basis of Payment.** No direct payment will be made for Temporary Raised Pavement Markers. No direct payment will be made for the removal of Temporary Raised Pavement Markers.

N. Special Provisions for Seal Coat Projects

409.2.1 All limestone and dolomite shall be either precoated as specified in Sec 409 or fog sealed in accordance with Sec 413. In lieu of using all aggregate material, such as precoated limestone or dolomite, the contractor may use a 50/50 mixture of trap rock and limestone/dolomite meeting the required gradation as specified in Sec 1003.2.2 for the grade of aggregate specified in the contract.

409.2.3 Asphalt binder shall be CHFRS-2P or CFS-2P and shall meet the following criteria:

Asphalt Binder Requirements			
Tests on Asphalt Binder <sup>a</sup>	Test Method	Minimum	Maximum
Penetration @ 77°F	ASTM D 5	60	150
Elastic Recovery @ 50°F, %	AASHTO T 301	65	---

<sup>a</sup>These tests shall be done on the asphalt residue for emulsions and cutbacks.

409.5.1 Weather Limitations. Bituminous material shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement on which it is to be placed is below 60 F. Humidity limitations shall be according to the binder manufacturer's written recommendation. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20. At the discretion of the engineer, Contractors will not be allowed to place seal coat at over 95°F.

409.5.1.1 Seal coats for pavements shall not be placed between September 1 and May 1, except when authorized by the engineer. Seal coats for shoulders shall not be placed between October 1 and May 1, except when authorized by the engineer. Placement within these dates shall only be permitted when it is to the Commission's advantage to do so.

409.5.2 Surface Preparation. The surface shall be thoroughly cleaned and swept to remove all dirt, packed soil or any other foreign material prior to spraying the bituminous material.

409.5.4 Compaction. The surface aggregate shall be thoroughly seated over the entire area with pneumatic tire rollers, using sufficient passes to embed the aggregate. The aggregate shall be place and compacted immediately after the asphalt binder application.

409.5.5 Dust Control. At the discretion of the engineer, if dust in the air becomes an issue, the contractor may be required to control dust.

409.5.6 Loose Aggregate. Loose aggregate shall be removed from curbs, gutters, sidewalks, driveways and other areas designated by the engineer.

409.5.7 Application of Cover Aggregate. All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered.

#### **409.6 Traffic Control.**

**409.6.1** The contractor shall perform work in such a way as to avoid damage to vehicles resulting from asphalt or loose aggregate. During application of the seal coat, the contractor shall control traffic through the work zone by means of pilot vehicles traveling at a maximum speed of 35 miles per hour. During any additional sweeping operations pilot cars may be eliminated. Conformance with the specifications, standards and traffic control plan is considered a minimum effort and is not intended to absolve any liability for damage to vehicles as a result of construction operations. The contractor shall designate a responsible person for receiving and resolving damage claims made by the public. The company name and contact information shall be posted as designated on the plans. This person shall be available by telephone during the contractor's normal business hours Monday through Friday.

**409.6.2** Any route or portion of a route with an existing posted speed limit greater than 45 MPH shall have a temporary workzone speed limit posted at 45 MPH until the route has been accepted by the engineer or the engineer directs the contractor to remove the temporary workzone speed reduction. Existing speed limit signs shall be covered and temporary workzone speed limit signs placed at the same location.

**409.6.3** The contractor shall provide contact information signs with their company name and phone number on a variable width by 24 inch tall sign with black lettering on orange retroreflective sheeting in accordance with Sec 1042.2.7. The first line shall state "CONTRACTOR" in uppercase 4 inch C highway font, the second line shall contain the contractor name in upper/lower case 4 inch B highway font and the third line shall contain the contractor's phone number in 4 inch C highway font. Signs shall be posted near the beginning and end of the project limits as approved by the engineer.

**409.6.3.1** The contact information sign shall remain in place until the route has been accepted by the engineer and until, in the engineer's judgment, the route exhibits no more loose aggregate.

**409.7** Basis of Acceptance. Evaluation of the route for acceptance shall be made no less than 14 days from completion of the route. Seal coat will be evaluated for acceptance by the engineer based on the following criteria:

- (a) No location having bleeding of binder in excess of two square feet or a combined area of bleeding greater than 10 square feet on any 50 foot length of two lane roadway.
- (b) No continued or ongoing tracking from seal coat onto other roadways or adjacent driveways.
- (c) No transverse and longitudinal construction joints from the seal coat application that are not straight, creates a bump, or produce a poor riding surface.

- (d) Longitudinal construction joints that are straight and contains no gaps.
- (e) No asymmetric appearance stemming from longitudinal grooves or ridges in the surface.
- (f) A pavement treatment having complete aggregate coverage with full adherence to the roadway.

**409.7.1** The contractor is responsible for any damage claims that are associated with the seal coat until the route is accepted by the engineer.

**409.7.1.1** The contractor shall maintain a log of all damage claims for each route on each project. The log shall include the date of the claim, contact information for person making each claim, and the status of each claim. If a claim is denied, a brief explanation as to why the claim was denied shall also be included. This log shall be updated and a copy provided to the Project Office once every week.

**409.7.2** In addition to the requirements of Section 107.11, the following shall apply:

The contractor shall pay 100% of reasonably supported claims for alleged damage from chip sealing operations provided:

- 1) The claimant notifies the contractor within 14 days of the actual work being performed
- 2) The claimant accurately states the route on which the work was performed
- 3) The claimant provides adequate supporting documentation for the claim

**409.7.3** The contractor will supply an as-built video of the entire completed chip seal taken 14 days after the work was completed. The video will be taken such that it verifies it includes the entire project limits. A separate video will be submitted to MODOT for each individual route or section of route on which work is performed. Provided the video shows no evidence of aggregate loss, any claims brought to the contractors attention after 14 days should be investigated by the contractor and vetted via their normal claims processes.

O. Additional Flaggers

**1.0** Additional flagger(s) and appropriate construction signs shall be provided at each intersection of State Routes or any other high-volume intersection, when the work zone extends through the Intersection:

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

P. Bridge Deck Drains

**1.0 Description.** The contractor shall block all bridge deck drains in such a way to prevent all materials from entering the drains and areas under the bridge.



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**2.0 Basis of Payment.** No direct payment will be made for blocking bridge deck drains.