

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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Job No.: JSL0075
Route: I-70
County: St. Louis City

 <p>11/05/2024 4:07:32 PM GARLAND L. HILLNER - CIVIL MO-PE-25740</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: JSL0075 ST. LOUIS CITY, MO DATE PREPARED: 6/24/2024</p>
	<p>ADDENDUM DATE:</p>

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 (job numbers) shall be completed on or before the Contract Completion date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Job No.: JSL0075
Route: I-70
County: St. Louis City

Notice to Proceed Date: February 10, 2025
Contract Completion Date: November 1, 2025

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
JSL0075	NA	\$11,400

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$750** 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 above specified contract completion date or calendar days.

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

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

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

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 (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

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

There may be events of regional significance during the duration of this project, such as specific sporting events (St. Louis Cardinals and St Louis Blues home games), events at Forest Park, Tower Grove Park, or Grand Center, parades, marathons, concerts and other major St. Louis events such as the Susan G. Komen Race for the Cure, Forest Park Balloon Glow, Moonlight Ramble, and Fair St. Louis. The Engineer will advise the contractor of any such events and how they are to be handled. All lanes shall be scheduled to be open to traffic 3 hours before the event until 2 hours following the end of the event, or at the direction of the Engineer.

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 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:

Route I-70 Eastbound:
6:00 a.m. - 9:00 a.m. Monday through Friday
9:00 a.m. - 1:00 p.m. Saturday

Route I-70 Westbound:
3:00 p.m. - 6:00 p.m. Monday through Friday
5:00 p.m. - 9:00 p.m. Saturday

3.4 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours unless allowed below.

Single Lane Closures Allowed:

Eastbound I-70:
Nighttime Hours: 7:00 p.m. – 5:00 a.m. Monday through Friday
Daytime Hours: 9:00 a.m. – 3:00 p.m. Monday through Friday
Weekend Hours: No restriction

Westbound I-70:
Nighttime Hours: 8:00 p.m. – 6:00 a.m. Monday through Friday
Daytime Hours: 9:00 a.m. – 3:00 p.m. Monday through Friday
Weekend Hours: No restriction

Double Lane Closures Allowed:

Eastbound I-70:
Nighttime Hours: 9:00 p.m. – 6:00 a.m. Monday through Friday
Weekend Hours: No restriction

Westbound I-70:
Nighttime Hours: 9:00 p.m. – 6:00 a.m. Monday through Friday
Weekend Hours: No restriction

3.4.1 Interstate 70 Closure. Only one direction at a time will be allowed for I-70 closure from Goodfellow Blvd. to Kingshighway Blvd. Any changes to the closure duration and detour plan shall be approved by the engineer.

3.5 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic **on I-70** 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 **on I-70**, 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 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

4.0 Detours and Lane Closures.

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

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

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

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.

Job No.: JSL0075
Route: I-70
County: St. Louis City

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

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

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

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

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

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

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

St. Louis County Police, Fire and EMS	
St. Louis County Police	314-889-2341
City of Berkeley	314-524-3311
City of Cool Valley	314-889-2341
City of Normandy	314-385-3300
City of Berkeley Fire Department	314-524-3566

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.

Garland Lee Hillner, Project Manager
MoDOT, St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017

Telephone Number: 314-453-1845
Email: Garland.Hillner@modot.mo.gov

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

F. Utilities

1.0 The Contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract. It is, therefore, the responsibility of the contractor to comply with Missouri CSR 319 to get utilities marked and verify the existence, location, and status of any marked utility prior to any excavations. Such verification may require direct contact with the listed utilities.

2.0 Guardrail Locations: The contractor shall be aware there are numerous utilities present along the route in this contract. Utility locates were not performed during the design phase of the project for proposed guardrail locations; therefore, the extent of conflicts with utilities are unknown. There may be underground utilities that run parallel or cross the route that are in close proximity to guardrail work locations. The contractor shall take necessary precautions and measures to verify locations and depths of utilities by any necessary means to determine exact impacts to their work.

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

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

G. Lump Sum Temporary Traffic Control JSP-22-01A

1.0 Delete Sec 616.11 and insert the following:

616.11 Method of Measurement. Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

2.0 Delete Sec 616.12 and insert the following:

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

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

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

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

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

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

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

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. Pavement Markings Layout

1.0 Description. The striping lane lines on sections of roadway with multiple traffic lanes in one direction shall be placed in a manner in which the start and stop points for all intermittent lane lines match and line up even transversely across all traffic lanes. For all installations of intermittent pavement markings care should be taken to align the skips longitudinally to consistently match the spacing of the existing UIP intermittent lane lines at both the start and end points of the improvement section. Solid pavement marking stripes shall be replaced to the existing, pre-construction configuration, unless otherwise directed by the engineer.

2.0 Construction Requirements.

2.1 The contractor shall submit to the Engineer for review and approval a pavement marking installation plan. This plan will include the contractor's proposal for installing the intermittent pavement markings and solid pavement markings to meet the requirements outlined above.

2.2 Before beginning restriping the roadway the contractor shall record/video tape the existing striping to ensure the final striping installed matches the existing striping.

2.3 Final striping will not begin until the contractor has received approval of the pavement marking installation plan.

3.0 Basis of Payment. All cost and expenses incurred by the Contractor in fulfilling the requirements of the provision shall be considered incidental to pavement marking cost.

J. Inlaid Pavement Marker Installation

1.0 Description. This work shall consist of furnishing and installing inlaid pavement markers as shown on the plans or as directed by the engineer. An inlaid pavement marker shall consist of a retro-reflective pavement marker installed below the pavement surface. The marker shall be installed with a cradle device which supports the reflector at the proper depth below the pavement and attached to the pavement with adhesive. In addition to cutting a location for the marker, a slot shall be grooved into the pavement both before and after the marker for visibility of the marker and drainage. Final product shall have two markers in place at each location.

2.0 Material. All material shall be in accordance with the following.

2.1 Marker. The marker shall have two retro-reflective lenses white facing traffic and red facing opposing / wrong way traffic to reflect incident light from opposite directions. The lens shall be hermetically sealed and permanently bonded to the marker base. The manufacturer's identification shall be molded in the face of the marker lens or on the marker body so as to be visible after installation. The reflector color shall be as shown on the plans.

2.1.1 The marker shall have nominal dimensions of 2.0 x 5.0 x 0.7 inches. The reflective surface of each lens shall be a nominal 1.93 square inches in area.

2.1.2 In addition to the requirements described, the marker/cradle system shall be National Transportation Product Evaluation Program (NTPEP) approved. The marker shall receive at a minimum an average rating of 3.0 for lens and visibility after one year of exposure on both concrete and asphalt test decks. A written request for qualification shall be sent by the manufacturer to Construction and Materials with the following information:

- (a) Brand name of the product.
- (b) A copy of the actual test results from NTPEP.
- (c) Certification that the material meets this specification and is intended for use as described.
- (d) Specific installation instructions.

2.2 Adhesive. The adhesive used to bond the marker to the pavement shall be an epoxy approved by the engineer or meet the manufacturers specifications.

3.0 Construction Requirements.

3.1 Reflector placement. A cradle shall be used to hold the marker at the correct nominal depth of 0.12 inch. The cradle shall be made of polycarbonate plastic and the net weight of the cradle and marker shall be less than 5 ounces. When installed, the marker shall be perpendicular to traffic.

3.2 Pavement groove. There shall be a groove cut both in advance and behind the marker using diamond tipped blades. The entire groove shall be cut in accordance with the manufacturer's recommendations. The groove should be straight to within 1/2 inch in 10 feet. The width of the groove shall be 5 inches or per manufacturer's specifications.

The overall length of the groove cut in the pavement surface shall be 9 feet, with markers placed 3.5 feet from either end and spaced 2.0 feet apart.

3.3 Installation. The groove and the bottom surface of the marker shall be free of scale, dirt, rust, oil, grease, or any other contaminant that might reduce bonding to the adhesive.

3.3.1 The adhesive used to install the marker shall be machine applied unless otherwise approved by the engineer. The machine mixer and applicator shall be capable of accurately and uniformly proportioning the components. The mixing chamber shall produce an epoxy adhesive of uniform color with no visible evidence of streaks on the surface or within the mixed epoxy adhesive.

3.3.2 No markers shall be installed when the ambient temperature is below 50 F (10 C), the relative humidity is above 80 percent, or the pavement surface is wet.

3.3.3 Newly placed bituminous pavement surfaces shall be allowed to cure for a minimum of seven days prior to installing reflectors.

3.3.4 A longitudinal adjustment to the location of a marker shall be made in order to avoid damage to deteriorated pavement or transverse joints. In locations where concrete and bituminous surfaces abut, markers shall be installed in the asphalt surface.

3.3.5 The pavement shall be accurately cut to the marker manufacturer's specifications. The depth of the groove where the marker is to be placed shall be in accordance with manufacturer's specifications.

3.3.6 If necessary, installation grooves on crowned pavements, superelevated pavements, or ramps shall be cut as needed to provide proper marker fit.

3.3.7 The groove shall be clean and dry prior to application of the adhesive.

3.4.9 There shall be no adhesive on the lens or top of the marker.

3.4.10 When hand mixing of epoxy adhesive is permitted, no more than one quart (L) of epoxy adhesive shall be mixed at one time. The marker shall be installed within five minutes after mixing operations are started.

3.4.11 The installed marker shall be protected from traffic until the adhesive has cured according to manufacturer's recommendations. If, after the manufacturer's recommended cure time, epoxy adhesive can be penetrated by a screwdriver or other pointed instrument, the marker shall be removed, cleaned, and reinstalled.

4.0 Method of Measurement. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. When required, measurement of inlaid pavement markers will be measured per each. The revision or correction will be computed and added to or deducted from the contract quantity.

5.0 Basis of Payment. The accepted quantity of inlaid pavement markers will be paid at the contract unit price for:

Item No.	Unit	Description
620-99.02	Each	Inlaid Pavement Markers

K. Supplemental Revisions JSP-18-01EE

- 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.

- Third-Party Test Waiver for Concrete Aggregate

1.0 Description. Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

2.0 Material. All aggregate for concrete shall be in accordance with Sec 1005.

2.1 MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams

for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

2.3 Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

3.0 Testing Facility Requirements. All third-party test facilities shall meet the requirements outlined in this provision.

3.1 The testing facility shall be AASHTO accredited.

3.1.1 For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

3.1.2 Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

3.2 The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

3.3 Results, no more than five years old, from the third-party test facility shall compare within ± 2.0 percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

3.4 When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

4.0 Method of Measurement. There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

5.0 Basis of Payment. No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

L. Concrete Curb Under Guardrail

1.0 Description. This work shall consist of removing and replacing or modifying existing curb to comply with guardrail standards for a variety of concrete curb types and heights at locations shown on the plans within guardrail limits.

2.0 Construction Requirements. The contractor shall have the option of either removing and replacing existing curbs or modifying existing curbs by horizontal saw cut methods to meet the required curb height dimensions as designated in the plans. If the contractor elects to remove and replace the existing curbs, the contractor has the option to choose the most practical curb type at each location unless specified in the plans. The method of obtaining curb height compliance under guardrail shall be at the discretion of the contractor considering traffic control and safety requirements. The contractor shall inform the engineer of the types of curbs that will be used and in what locations before work begins. The contractor shall resolve any concerns expressed by the Engineer. Construction and materials shall be in accordance with Sec 609, except as modified herein. Any special materials that may be used shall be tested and approved by MoDOT Materials prior to commencing this work.

2.1 Joints shall be constructed at intervals and locations shown on the plans or as directed by the engineer.

2.2 Reinforcing steel epoxy coating shall be repaired in accordance with Sec 710.3.3.

3.0 Basis of Acceptance. Acceptance of this provision will be based on visual inspection by the engineer.

4.0 Method of Measurement. Final measurement will be field verified and measured to the nearest linear foot along the curb face.

5.0 Basis of Payment. Payment for furnishing all labor, equipment, materials, seeding, mulching, grading, sawcut, erosion control, removal and traffic control including other incidentals necessary to remove and replace or modify existing curbs shall be completely covered by the contract unit price for the following pay item:

Item Number	Type	Description
609-99.03	L.F.	Concrete Curb Under Guardrail

M. Pavement Marking Removals

1.0 Description. Pavement Marking Removal shall be in accordance with Section 620.50 and specifically as follows.

2.0 Construction Requirements. Removal of all pavement markings within the project limits shall be as shown on the plans or as approved by the engineer. Pavement marking shall be completely removed to the satisfaction of the engineer with minimal damage to the pavement.

The contractor shall use an approved water blasting method to remove the pavement marking on concrete surfaces. No more than five percent of the existing marking shall remain. The pavement surface shall not be left scarred with an image that might mislead traffic. Any excess damage or scarring of the pavement shall be repaired at the contractor's expense. It shall be the contractor's responsibility to determine what type of material needs to be removed.

3.0 Method of Measurement. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

4.0 Basis of Payment. The accepted quantity of pavement marking removal including all labor, equipment, and material necessary to remove the existing marking will be paid for at the contract unit price for the following pay item:

Item 620-70.02 Pavement Marking Removal (Symbols) Each

N. Partial Depth Concrete Pavement Repair Using Hot Applied Polymer Modified Repair Material NJSP-19-01B

1.0 Description. This work shall consist of removal, furnishing, and placing material to repair existing concrete pavement by performing partial depth concrete pavement repairs as specified in plans or as approved by the engineer. All work shall be in accordance with Section 613 except as herein modified.

2.0 Construction Requirements.

2.1 Individual repair areas shall be limited to approximately 24 square feet in area. Repair areas larger than 24 square feet shall be patched with a cementitious based material in accordance with Section 613.

2.2 Removal of the existing patched, spalled, delaminated, or otherwise deteriorated concrete surface shall be limited to 1/3 (one third) of the pavement thickness or 4 inches, whichever is less. Removal of concrete shall be accomplished with light jack hammers and/or a mill head designed for concrete milling. All loose materials, including milled or broken concrete or asphalt, crack seal materials, oil, sand, dust, grit, or other contaminants, shall be completely removed. Removal of material shall be in accordance with Sec 202.2.

2.3 All surfaces shall be cleaned with compressed air at a minimum of 100 psi.

2.4 Partially exposed reinforcing steel mesh shall be sandblasted clean or removed before placing patch materials. If sandblasting is used, all surfaces shall be cleaned of loose sandblasting grit with compressed air.

2.5 All surfaces of the repair area shall be primed using a primer and procedure recommended and approved by the manufacturer. Any costs related to primer shall be included in the unit cost. No direct payment will be made for the priming of the repair areas.

2.6 Material shall be placed in 1inch lifts until the repair is level with the existing pavement. Each lift shall be adequately cooled, based on manufacturer recommendations, prior to subsequent lift placement.

2.7 Repairs that are greater than 1 inch in depth require the addition of bulking aggregate 20% to 50% by volume, as recommended by the manufacturer. The bulking stone shall be double washed, dust-free 5/8 inch to 1 inch sized granite. The bulking aggregate shall be adequately heated and dried prior to placement. No direct payment will be made for costs associated with bulking stone placement.

2.8 Topping stone shall be placed on the surface of the patch to improve surface friction using a procedure recommended by the manufacturer. The topping stone shall be double washed, dust-free, angular, hard aggregate. The topping stone shall be adequately heated and dried prior to placement. No direct payment will be made for costs associated with topping stone placement.

2.9 Traffic shall not be allowed on the repair area until the patching material has adequately cooled and gained strength, as recommend by the manufacturer.

2.10 Repair areas in the roadway and shoulders shall be swept clean of all loose debris before opening to traffic.

2.11 Any patches that vary by more than ¼ inch from the existing profile of the roadway or of poor workmanship shall be removed and replaced by the contractor at the contractor's expense.

3.0 Material Requirements.

3.1 The contractor shall submit the manufacturer's specifications for the material for patching and repair to the engineer for approval. The contractor shall follow manufacturer's specifications for material preparation and placement.

3.2 Material shall be hot pour, polymer modified, resin-based concrete repair material, flexible and grey or black in color. Material shall provide an impermeable, voidless mass at ambient temperatures. Material is to be mixed and heated on site as recommended by the product manufacturer. The repair material shall be factory blended and in meltable bags.

4.0 Additional or Reduced Work. If additional repair work is necessary beyond what is specified in the work order or the required repair is not as extensive as originally viewed, the contractor shall contact the engineer for authorization to proceed with the additional or reduced work. The contractor shall note that with this authorization to proceed with additional or reduced work may change which unit bid item is used to calculate final payment depending on final repair quantities. Any work performed without authorization of the engineer shall be at the contractor's expense.

5.0 Method of Measurement. Measurement shall be made to the nearest pound based on the actual material used with an acceptable form of package documentation.

6.0 Basis of Payment. Payment shall be paid by the pound and shall be full compensation for all repair work including removal of loose materials, cleaning of concrete surface, and furnishing and placing material for Partial Depth Pavement Repair using flexible, hot polymer-modified repair material. All cost for the repair work, including labor, equipment, materials, and containment and disposal of material shall be included in Item 613-99.11, Misc. Partial Depth Concrete Pavement Repair Using Flexible, Hot Polymer Modified Repair Material, per pound.

O. Inlet Clean Out

1.0 Description. This work shall consist of removal of debris and silt from existing drop inlets and the connecting outlet pipe at locations designated on the plans or by the engineer.

2.0 Construction Requirements. The designated drop inlet and outlet pipe shall be cleaned by a method and process approved by the engineer. All debris and silt shall be removed from the drop inlet prior to clean out of the outlet pipe. Removed material shall be properly disposed of by the contractor off the right of way. The entire outlet pipe from the drop inlet to the next drainage structure downstream shall be cleaned out. Upon completion of the cleanout, the drop inlet and pipe shall be thoroughly flushed with water.

3.0 Method of Measurement. Measurement for culvert cleanout will be made per each.

4.0 Basis of Payment. Payment will be considered full compensation for all labor, equipment, and material necessary to clean out the designated culverts and drop inlets. The accepted quantity of culvert cleanout will be paid for at the contract unit price for:

Item No.	Unit	Description
206-99.02	Each	Misc. Inlet Clean Out

P. Coordination with Other Projects

1.0 Description. The contractor shall coordinate traffic management with St. Louis City between the following routes within the same project limits: Goodfellow Blvd., Kingshighway Blvd., Union Blvd.

1.1 This list of projects is not all inclusive. The contractor shall be aware that St. Louis City has 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 project may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

2.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

Q. Coordination with Metro Transit

1.0 Description. The contractor shall contact Metro Transit prior to closing I-70. It is requested that the coordination begin prior to the project Preconstruction Conference to ensure minimal disruption in service on Metro's system.

2.0 Construction Requirements. All Metro Transit stops within the project limits shall remain open and operational throughout the duration of the project. In locations where the contractor's operations will involve work in proximity to a transit stop location, the contractor shall notify Metro Transit through the contacts listed below, not later than 72 hours prior to beginning work at that location. The contractor shall also take care to minimize exposure of transit users to construction hazards in proximity to all transit stops that are in service during work operations.

2.1 Project Contacts. The contractor shall notify the following contacts at Metro Transit coordinate scheduling throughout the project with them or their designated representative(s).

Mr. Roderick Thomas, Senior Planner
Office: (314) 923-3000
Email: rhthomas@metrostlouis.org

Ms. Natalie Siebert, Senior Planner Transit Operations
Office: (314) 982-1400 x1816
Cell: (314) 497-4916
Email: nmsiebert@MetroStLouis.org

Mr. Lance Peterson, Director of Service Planning
Office: (314) 982-1520
Cell: (314) 220-6756
Email: llpeterson@MetroStLouis.org

3.0 Basis of Payment. No direct payment will be made for any labor, equipment, materials, and time required to comply with this provision.

R. Traffic Signal Maintenance and Programming

1.0 Description. This provision is in place for the detour for I-70 eastbound & westbound. The contractor is not required for maintenance and programming outside the limits and duration of the detour. Traffic signal maintenance and programming for this project shall be in accordance with Section 902 of the Standard Specifications, and specifically as follows.

2.0 Contractor Maintenance Responsibilities.

2.1 Traffic Signal Maintenance. Once any part of an existing traffic signal within the limits of this project has otherwise been modified and/or adjusted by the contractor or the contractor begins work at an intersection with traffic signals already in operation, then the contractor shall be solely responsible for that traffic signal's maintenance. All traffic signal maintenance shall be the responsibility of the contractor as specified in 902.2 and 902.3, until the Commission accepts the traffic signal for maintenance or as directed by the Engineer. Traffic signals to be accepted for maintenance by the contractor are listed in the below schedule:

Commission & St. Louis City Traffic Signals to be Maintained by the Contractor:

I-70 & Goodfellow Blvd.
Union Blvd. & Rte. 115 (Natural Bridge Ave.)
Kingshighway Blvd. & Rte. 115 (Natural Bridge Ave.)
Kingshighway Blvd. & I-70

2.2 Traffic Signal Controller Programming. If the contractor modifies and/or adjusts an existing traffic signal controller's programming or makes any roadway changes to reduce the traffic capacity through a signalized intersection within the limits of a project or utilizes a project defined detour that utilizes the traffic signals within the below schedule, the contractor shall be solely responsible for those traffic signal controller programs. All controller programming shall be the

responsibility of the contractor as specified in 902.2 or until final acceptance of the project or until released from the responsibility by the Engineer. Traffic signal controller programs to be administered by the contractor are listed in the below schedule:

MoDOT & St. Louis City Traffic Signal Controller Programs to be Administered by the Contractor:

I-70 & Goodfellow Blvd.
Union Blvd. & Rte. 115 (Natural Bridge Ave.)
Kingshighway Blvd. & Rte. 115 (Natural Bridge Ave.)
Kingshighway Blvd. & I-70

2.3 Contractor's Traffic Engineer. If traffic signals are listed in the schedule outlined in section 2.2, 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 outlined to section 3.0. MoDOT shall approve the traffic Engineer prior to them being hired.

2.4 Traffic Signal Complaints The contractor shall respond to malfunction complaints or traffic signal timing complaints for those locations detailed in section 2.1 and/or section 2.2 of this provision and as specified in Section 902.21.1. Response time shall be 1 hour for complaints received by the contractor between 6:00 a.m. and 6:00 p.m. on non-holiday weekdays, and 2 hours for all other times. For cases due to travel times or other extenuating circumstances additional time may be acceptable within reason but must be approved by a Commission Traffic Operations Engineers. These timeframes will replace the '24 hour' response time in Section 105.14 for any traffic signal-related incidents, where the entire cost of the work, if performed by MoDOT personnel or a third party, will be computed as described in Section 108.9 and deducted from the payments due the contractor.

2.5 Traffic Signal Contacts. The contractor must supply to the Engineer and to the Commission's Transportation Management Center (TMC) a contact name and phone number who will be responsible for receiving traffic signal timing complaints for the Engineer. These complaints may be forwarded directly to the contractor by someone other than the Engineer's representative and will not relieve the contractor from properly responding based on the response times of this provision. The contractor shall respond to the Engineer and its representative within 12 hours of the complaint and its remedy. The contractor shall submit to the Engineer's representative a weekly report of complaints received and remedies performed throughout the duration of the project.

2.6 Existing Traffic Signal Controller Programming. The contractor shall request an electronic report from the Engineer on the existing phasing and timing of each traffic signal, which may be the contractor's responsibility to program. The contractor shall give the Engineer 2 weeks' notice to supply the electronic report. The Engineer's representative shall be available to the contractor before any changes are made to a traffic 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 appropriate agency's central traffic signal control system.

2.7 Traffic Mitigation Plan. The contractor shall notify the Engineer 2 weeks prior to the date of any work impacting the Commission's traffic signals as described in Section 2.1 and/or 2.2. The contractor shall meet with the Engineer's representatives to discuss their traffic mitigation plan at least 1 week before the date of the first impacts 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 traffic signals and owning agency as detailed in sections 2.1 and/or section 2.2.
- Other traffic mitigation efforts

2.8 Notification of Changes to Traffic Signal System. The contractor shall notify the Engineer or representative of the changes no later than 1 working day after changes are programmed if unable to provide advance notice as specified in 902.2.

3.0 Contractor's Traffic Engineer Qualifications.

3.1 Credentials. 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.

3.2 Experience. Any proposed contractor traffic Engineer shall be able to demonstrate personal successful previous experience in the following tasks:

3.2.1 Response. The contractor's traffic Engineer shall have the ability to be on site within 1 hour of being requested.

3.2.2 Corridor Management. Time/space diagram manipulation to successfully adjust offsets and splits for rapidly changing traffic demands.

3.2.3 Controller Programming. Ability to program by hand and by software NTCIP-compatible controllers.

3.2.4 Intersection Programming. Implementation of adjusted and/or new timing plans because of changing traffic demand.

3.2.5 Traffic Signal Software. Use and understanding of all traffic signal controllers and central traffic signal control systems utilized by the Commission.

3.3 Proposed Traffic Engineers. 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 3.2 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 Project Manager and the Commission's Traffic Engineers prior to beginning work.

4.0 Contractor's Traffic Engineer Responsibilities.

4.1 VPN Access. The approved contractor's traffic Engineer and any staff assigned to manage the traffic signals during the project are 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 Engineer, which will allow for remote access to the Commission's central traffic signal control systems as appropriate and the ability to interface with the noted traffic signals on this project.

4.2 Traffic Signal Timing Complaints. The contractor's traffic Engineer shall respond to any traffic signal timing complaints regarding signals outlined in section 2.2 of this provision.

4.3 Traffic Signal Coordination. The contractor's traffic Engineer shall be solely responsible for maintaining the coordination at any affected traffic signal to the satisfaction of the Commission's Traffic Operations Engineers or representative until completion of work as set forth in section 2.2 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 Commission's Traffic Operations Engineers. If time clock synchronization is used, the contractor shall verify all affected controllers are synchronized at least 1 time per week with a report to the Engineer or representative. This report will be in the form of a documentation record as spelled out in the Work Zone Traffic Management Plan.

4.4 Traffic Signal Controller Programming. The contractor's traffic Engineer shall be responsible for implementing traffic signal controller programming at each intersection listed in section 2.2 for any of the following scenarios:

- Intersection Impact
- Construction Stage Traffic Switch
- Response to Customer Concern
- New Intersection Turn-On (along with any subsequent revisions)
- Final completion of improvements
- As otherwise directed by the Engineer or the Commission's Traffic Operations Engineers

Proposed timing plans should be submitted to the Commission's Traffic Operations Engineers for review prior to field implementation.

4.5 Central Traffic Signal Control System Setup. If a traffic signal cabinet is reconfigured, the contractor's traffic Engineer shall archive the existing controller programming in the Commission's central traffic signal control system. If the signal controller type is changed, the contractor's traffic Engineer shall archive the existing controller programming and convert any new controllers to the proper controller interface type in the Commission's central traffic signal control system. If only signal timing adjustments are made, all database versions shall be clearly labeled and saved separately from the default version, and the final timing program shall be uploaded into the Commission's central traffic signal control system and set as the default database. In addition, the contractor's traffic Engineer shall update any intersection diagrams (i.e., XPL) whose intersection controls were modified during construction.

4.6 Controller Program Test Period. The intersection program shall operate properly with no faults or malfunctions for a period of 15 consecutive days as a condition of being accepted for maintenance by the Commission. Any programming faults shall be corrected by the contractor's traffic Engineer per the response protocols of this provision and the 15 days will start over.

4.7 Cabinet Photos. The contractor's traffic Engineer shall obtain cabinet photos of any new or modified traffic signal cabinet affected by the project. The photos shall be captured of the following perspectives and delivered in the .jpg format electronically and via thumb drive to the Commission's Traffic Operations Engineers.

- Power Meter 1 – Away from power meter with meter centered
- Power Meter 2 – Close up with power meter number
- Cabinet 1 – Away with cabinet centered and door closed
- Cabinet 2 – Close up of entire cabinet with door opened

- Cabinet 3 – Close up of center cabinet interior
- Cabinet 4 – Close up of left cabinet interior
- Cabinet 5 – Close up of right cabinet interior
- Cabinet 6 – Close up of back panel
- Cabinet 7 – Close up of switch
- Cabinet 8 - Close up of wall interconnect center

4.8 RRFB/PHB Timing. The contractor's traffic Engineer shall calculate the duration of flash time for any new or modified RRFB's (rectangular rapid flashing beacons) affected by the project. The contractor's traffic engineer shall be responsible for calculating phase intervals and programming traffic signal controllers for new/modified PHB's (pedestrian hybrid beacons) affected by the project.

4.9 Detection. The contractor's traffic Engineer shall assist the contractor in setting up detection as per plan and/or SL District Traffic Signal Detection System JSP. The contractor's traffic Engineer shall verify that all detectors work properly and that each detector input into the traffic signal controller is programmed regarding its intended use. The contractor's traffic Engineer is responsible for optimizing the detector operation by utilizing various detector settings in the traffic signal controller.

4.10 Signal Performance Measures. The contractor's traffic Engineer shall setup traffic signal controllers on the Commission's advanced traffic signal performance measures module unless directed otherwise by the Commission's Traffic Operations Engineers. This includes any work on the Commission's advanced traffic signal performance measures module, traffic signal controller(s), and video detection processor(s). The contractor's traffic Engineer shall provide proof of each traffic signal setup in the module to the Commission's Traffic Operations Engineers. The contractor's traffic Engineer shall setup any traffic signal detectors as system detectors in the Commission's central traffic signal control system.

4.11 Preemption Controller Programming. If preemption is to be provided at a traffic signal, the contractor's traffic Engineer shall program the preemption settings in the traffic signal controller per MoDOT EPG guidelines and at the direction of the Commission's Traffic Operations Engineers. The contractor's traffic Engineer shall test the preempt settings at the traffic signal cabinet to verify proper operation.

5.0 Post Project Report. The contractor shall submit to the Engineer a post project report, four to six weeks after the final traffic 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 traffic signal corridors in one electronic document.

6.0 Deliverables. 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. All deliverables must be submitted to the Engineer via USB.

- Experience submittal
- Preliminary Traffic Mitigation Plan
- Notification of Detour Implementation

- Time Base Reports, As Needed
- Complaint Resolutions
- Audible pedestrian signal voice message files
- Traffic Signal Database versions (in PDF format)
- Traffic signal photos
- Notification of Restoration to Normal Operations
- Post Project Report

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

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

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

Item No.	Type	Description
902-99.01	Lump Sum	Traffic Signal Maintenance and Programming