

Job No.: J6S3619

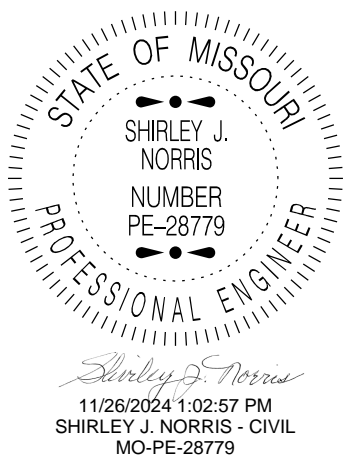
Route: KK

County: Franklin

**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

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

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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J6S3619 FRANKLIN COUNTY, MO DATE PREPARED: 10/28/2024
	ADDENDUM DATE:

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

JOB  
SPECIAL PROVISION

A. General – State JSP-09-03K

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

**1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

State Wage Rates

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages

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

**2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: March 10, 2025  
Contract Completion Date: October 1, 2025

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

Project	Calendar Days	Daily Road User Cost
<b>J6S3619</b>	<b>N/A</b>	<b>\$1,800</b>

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

**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 (KC Scout TMC at #816-347-2250 or Gateway Guide TMC at #314-275-1513) within five minutes of a lane or ramp closure

beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

**3.0 Work Hour Restrictions.**

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

- Memorial Day
- Labor Day
- Thanksgiving
- Christmas
- New Year’s Day

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

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

**3.2** The contractor shall not perform any construction operation on the roadway 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:

At the intersection of Rte. KK and MO 185:  
5:30 a.m. - 8:00 a.m. & 3:00 p.m. - 6:00 p.m. Monday through Friday

**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 or under the circumstances listed in **4.2.1**. Additional periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

**4.2.1** The replacement of crossroad Pipe 3 at STA 332+99, Pipe 4 at STA 373+80, and Pipe 5 at STA 403+11 qualify for a full closure of the route to perform the work necessary. Closures will only be permitted to take place between the hours of 8:00 AM and 3:00 PM. Should the contractor fail to open the roadway in the allotted time, the contractor will be charged road user costs in the amount of \$500 per hour until the roadway is open to traffic.

**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**

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

**2.0** In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol: 1-800-525-5555		
City of New Haven	City of Washington	City of Beaufort
Fire: (573) 237-3229	Fire: (636) 390-1020	Fire: 573-484-3333
Police: (573) 237-2211	Police: (636) 390-1050	Police: N/A

**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

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Shirley Norris, Project Contact  
MoDOT, St. Louis District  
1590 Woodlake Dr.  
Chesterfield, MO 63017

Telephone Number 314-453-5032  
Fax Number: 314-340-4119  
Email: [Shirley.Norris@modot.mo.gov](mailto:Shirley.Norris@modot.mo.gov)

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

F. Supplemental Revisions JSP-18-01EE

- 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  $\pm 2.0$  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.

G. Required Combination of Calls

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

<u>Call</u>	<u>Job Number(s)</u>
250117-F1A	J6S3619
250117-F1B	J6S3619B

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

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

H. Utilities

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
<b>Ameren Missouri (OH &amp; UG)</b> Craig Fox Telephone: 636.671.6134 Email: <a href="mailto:cfox@ameren.com">cfox@ameren.com</a>	No  See 3.0	Electric
<b>Fidelity Communications</b> Joab Teboe Telephone: 903.471.9973 <a href="mailto:Joab.teboe@fidelitycommunications.com">Joab.teboe@fidelitycommunications.com</a>	Yes  See 4.0	Communications
<b>Lumen</b> Rich Obremski Telephone: 314.378.9931 Email: <a href="mailto:Richard.obremski@lumen.com">Richard.obremski@lumen.com</a>	Yes  See 5.0	Communications

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

**2.0 Project Specific Provisions:** The Contractor shall be aware there are numerous utilities present within the project limits.

**3.0 Ameren-Missouri (OH & UG)**

Ameren advised they have overhead facilities throughout the entirety of the project limits. Those facilities consist primarily of single-phase electric lines in easement with crossings in a few locations along Rte. KK. Ameren also has a limited number of underground facilities for services to some homes.

Ameren advised they do not anticipate conflicts with their overhead facilities and Rte. KK improvements.

Some overhead power lines may need to be covered during construction. Contact Ameren's construction hotline at 866-992-6619.

**4.0 Fidelity Communications – Joab Teboe**

Fidelity Communications advised they have underground copper and fiber facilities throughout the entirety of the Rte. KK project limits. Those facilities vary in size and type depending on the area of Rte. KK. In addition, Fidelity may have facilities along one or both sides of the road, depending on part of Rte. KK in question.

Fidelity advised they anticipate conflicts with proposed improvements in the following locations:

- Crossroad pipe 3 (approx. STA 332+80, RT). Fidelity anticipates a conflict with their copper cable and proposed cut and rock lining on the south side of Rte. KK. Fidelity plans to lower this cable in place to avoid conflict.
- Crossroad pipe 4 (approx. STA 373+75, LT). Fidelity anticipates a conflict with their copper cable and proposed cut and rock lining on the south side of Rte. KK. Fidelity plans to lower and shift their cable to avoid conflict in that location.
- Crossroad pipe 5 (approx. STA 403+15, RT). Fidelity anticipates a conflict with their copper cable and proposed cut for rock lining on the south side of Rte. KK. Fidelity plans to lower this cable in place to avoid conflict.
- Crossroad pipe 8 (approx. STA 512+18, LT). Fidelity anticipates a conflict with their copper and fiber cable along the north side of Rte. KK. Fidelity plans to shift and lower these cables to avoid conflict with the proposed grading on the north side of Rte. KK at that location.

Fidelity advised they plan to complete this work by **January 31, 2025**.

## **5.0 Lumen – Rich Obremski**

Lumen advised they have an 8 count and a 12 count fiber within the entirety of the project limits. These fiber cables are direct bury and do not exist in conduit. Those cables vary in location with respect to side of the roadway and distance from the edge of pavement.

Lumen advised they anticipate conflicts with proposed improvements in the following locations:

- Box culvert 1 (approx. STA 306+15, LT). Lumen anticipates a conflict with their 8 count fiber at box culvert 1. Lumen plans to lower this cable in place to avoid conflict with the proposed rock lining and overdig.
- Crossroad pipe 5 (approx. STA 403+15, RT). Lumen anticipates a conflict with their 8 count fiber at crossroad pipe 5. Lumen plans to lower this cable in place to avoid conflict with the proposed grading on the south side of Rte. KK.
- Crossroad pipe 6 (approx. STA 417+25, RT). Lumen anticipates a conflict with their 8 count fiber at crossroad pipe 6. Lumen plans to lower this fiber in place to avoid conflict with the rock lining and overdig.
- Crossroad pipe 7 (approx. STA 496+90, RT). Lumen anticipate a conflict with their 8 count fiber at crossroad pipe 7. Lumen plans to lower this fiber in place to avoid conflict with the proposed rock lining and overdig.
- Crossroad pipe 8 (approx. STA 512+18, LT). Lumen anticipates a conflict with their 8 count fiber at crossroad pipe 8. Lumen plans to lower this fiber in place to avoid conflict with the proposed grade change on the north side of Rte. KK at that location.

Lumen advised they plan to complete this work by **January 31, 2025**.



I. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

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

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

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

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

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

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

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

**4.0 Work Planning and Scheduling.**

**4.1 Two-week Schedule.** Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week

schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

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

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

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

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

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

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

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

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

J. 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) Flagger, 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

K. Optional Surface Treatment Prior to Asphalt Overlay NJSP-15-33D

**1.0 Description.** This work shall consist of furnishing and applying an optional surface treatment to fill and seal cracks on the existing roadway prior to an asphaltic concrete overlay. The optional surface treatment may be placed concurrently with the overlay with a spray paver, as specified herein, or may be placed in advance of the overlay in accordance with Sec 413.20.

**2.0 Surface Treatment.** All materials and construction requirements shall be in accordance as follows:

Treatment Options	Requirements
Scrub Seal Treatment	Sec 413.20
Polymer Modified Emulsion Membrane Applied using a Spray Paver	Section 4.0 of this JSP

**2.1 Scrub Seal Emulsion (SSE-1).** Scrub seal emulsion shall be in accordance with Sec 1015.20.5.3.

**3.0 Construction.**

**3.1 Emulsion Application Rates.** The surface treatment shall be applied uniformly across the entire width to be overlaid at the target rates indicated in the following table. The application rate shall be within +/- 0.02 gallon per square yard of the target application rate. No dilution of the

emulsified asphalt material shall be allowed. The surface shall be clean of all dirt before emulsion is placed.

Treatment Options	Target Application Rate (gal/sq yd)
Scrub Seal Emulsion	0.25
Polymer Modified Emulsion Membrane Applied using a Spray Paver	0.25

**3.2 Application Temperatures.** The emulsified asphalt material shall be heated at the time of application to a temperature as indicated in the following table or as recommended by the manufacturer.

Treatment Options	Spray Temperature, °F	
	Min	Max
Scrub Seal Emulsion	110	160
Polymer Modified Emulsion Membrane Applied using a Spray Paver	120	180

**3.3 Scrub Seal Aggregate Application Rate.** The application rate of fine aggregate placed on the scrub seal shall be a target rate of 10 lb/yd<sup>2</sup>. The intent of the fine aggregate coverage is to be used as a blotter material to assist with opening to traffic. Adjustments to this rate shall be approved by the engineer. If the fine aggregate application rate exceeds 10 lb/yd<sup>2</sup>, then a tack coat shall be applied prior to the asphalt overlay at a rate of 0.05 gal/yd<sup>2</sup> at no direct pay.

**3.4 Curing.** Prior to opening to traffic or placing the asphaltic concrete overlay, the scrub seal treatment shall be allowed to set and cure until the treatment does not track under construction traffic.

**3.5 Opening to Traffic.** If the surface is treated with a scrub seal, it shall remain closed to traffic until the surface is tack-free and does not track under construction traffic. The surface shall be clean of all dirt and loose sand before the asphaltic concrete overlay is placed.

**3.6 Tack Coat.** If the surface is treated with a scrub seal and is opened to traffic for more than 3 days, then the surface shall be tacked in accordance with Sec 407 at an application rate of 0.05 gal/yd<sup>2</sup> prior to placing the asphaltic concrete overlay. If the treated pavement is open to traffic for less than 3 days and the fine aggregate application rate was 10 lb/yd<sup>2</sup> or less, then no additional tack coat is required prior to placing the asphaltic concrete overlay. No direct pay will be made for the application of tack coat.

**4.0 Polymer Modified Emulsion Membrane.**

**4.1 Description.** This work shall consist of placing a Polymer Modified Emulsion Membrane (PEM-1 or CPEM-1) prior to a bituminous overlay of hot asphaltic concrete pavement. The Polymer Modified Emulsion Membrane shall be spray applied immediately prior to the application

of the hot asphaltic concrete pavement so as to produce a homogeneous surface in accordance with Secs 401, 402, or 403.

**4.2 Materials.** The Polymer Modified Emulsion Membrane shall be in accordance with Sec 1015.20.6.2.

**4.3 Construction Requirements.** The asphaltic concrete pavement shall be placed in accordance with Secs 401, 402, or 403, except as modified herein.

**4.4 Equipment.** No wheel, track or other part of the paving machine or any hauling equipment shall come in contact with the Polymer Modified Emulsion Membrane before the asphaltic concrete pavement mixture is applied.

**4.5 Application of Polymer Modified Emulsion Membrane.** The sprayer shall accurately and continuously monitor the rate of spray and provide a uniform application across the entire width to be overlaid. The target application rate of the asphalt emulsion membrane shall be as shown under Section 3.1 of this Job Special Provision. The application rate of the Polymer Modified Emulsion Membrane shall be verified by dividing the volume (of Polymer Modified Emulsion Membrane used) by the area of paving for that day. No additional water shall be added to the Polymer Modified Emulsion Membrane.

**5.0 Method of Measurement.** Measurement of the crack sealing treatment will be made to the nearest gallon of Polymer Modified Emulsion Membrane or Scrub Seal Emulsion applied and accepted by the engineer, regardless of the method of application. Measurement will be in accordance with Sec 1015.

**6.0 Basis of Payment.** The accepted quantity of the crack seal treatment will be paid for at the contract unit price 413-99.12, Misc. Optional Surface Treatment, per gallon. No separate payment will be made for the sand used in the Scrub Seal option or for any additional construction methods, materials, or processes to fulfill the requirements of this provision.

L. Removal and Delivery of Existing Signs JSP-12-01C

**1.0 Description.** All Commission-owned signs removed from the project shall be disassembled, stored, transported, and disposed of as specified herein. Sign supports, structures and hardware removed from the project shall become the property of the contractor.

**2.0 Disassembly and Delivery.**

**2.1** All Commission-owned signs, (excluding abandoned billboard signs), designated for removal in the plans, or any other signs designated by the Engineer, shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the recycling center for destruction.

**2.2** The contractor shall coordinate and make arrangements with the recycling center for delivery of the signs. Sign panels shall be disassembled and/or cut into sizes as required by the recycling center.

**2.3** The contractor shall provide the Engineer with a “Sign Delivery Certification” attesting to completion of delivery of all existing sign material from the project to the recycler. In addition, the contractor shall provide to the Engineer a final “Sign Certification of Destruction” from the recycler that documents the total pounds of scrap sign material received from the project and attests that all such material will not be re-purposed and will be destroyed in a recycling process. The contractor can locate the required certification statements from the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

**2.4** Funds received from the disposal of the signs from the recycling center shall be retained by the Contractor.

**3.0 Basis of Payment.** All costs associated with removing, disassembling and/or cutting, storing, transporting, and disposing of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, “Removal of Improvements”, per lump sum.

M. Truck Mounted Attenuator (TMA) for Stationary Activities

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

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

**2.1 Box Culvert #3.** The undercutting repair work for the north side of box culvert 3 at station 395+75.

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

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

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

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

N. Fences

**1.0 Description.** Barbed wire or woven wire fence is to be placed at locations shown in the plans.

**1.1 Strand Barbed Wire Fence.** Barbed wire fence shall be installed at locations shown in the plans and be replaced in like kind in number of wires and materials. The fence shall have a nominal height of 4 ft, using T type steel posts of minimum length of 6 ft, have a minimum of

three strands of 12.5 gauge barbed wire or as otherwise directed by the engineer to match existing fencing. Water gaps should be installed wherever new fence crosses channel. The engineer shall direct the placement of posts to ensure compliance with the section 404 permit.

**2.0 Maintenance.** The contractor is responsible for maintaining the fence for the duration of construction of the project. No payment will be made for replacement of fence as may be required due to the contractor's negligence. The contractor shall take all necessary precautions to ensure no livestock can escape the fenced in enclosure during construction. This may include temporary fencing or waiting to remove existing fence until the new fence has been erected.

**3.0 Basis of Payment.** Payment for all work, tools, and materials required for the installation and maintenance of the fence during construction will be made under item 607-99.03 Misc. Strand Barbed Wire Fence, per foot. No direct payment will be made for water gaps, temporary fence, or the relocation of steel gate fencing.

O. Pavement Marking Log

**1.0 Description.** The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, arrows, hash bars, cross walks, stop bars and parking lot stall layout. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

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

P. Pavement Repair Delineation

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

**2.0 Construction.** After the contract award, MoDOT will delineate the area of repair in the field. The contractor shall accompany MoDOT personnel on this site visit.

**2.1** During this visit, the contractor shall provide temporary traffic control including lane closures as needed.

**2.2** The repair sizes may range from full lane widths in some areas to 7.5' widths in other areas, and may include correction of some edge failures. Locations will be at the direction of the engineer.

**3.0 Basis of Payment.** The cost of compliance with this provision will be incidental to the unit price of items in the contract. No direct payment will be made for any additional materials or labor required under this provision.



**3.1** Pavement repair quantities have been estimated. All cost for the repair work, including labor, equipment and materials shall be included in the items listed below.

613-30.20 Furnishing and Placing Bituminous Material for Class C Partial  
Depth Pavement Repair per Ton

613-30.21 Removal for Class C Partial Depth Pavement Repair per SQYD

**3.2** The temporary traffic control shall be considered as incidental to the item listed below and no separate payment will be made.

616-99.01 Misc. Lump Sum Temporary Traffic Control

Q. High Performance Geotextile for Soil Stabilization and Reinforcement

**1.0 Description.** High Performance Geotextile for Soil Stabilization and Reinforcement shall be placed centered at the bottom of the trench and continue to encapsulate the select granular backfill at locations where crossroad pipes are to be replaced by trenching method. Place geotextile in the areas specified and as show in in the typical section drawing of the plans. A 4 inch Type 5 aggregate base course shall be placed immediately on top of each Geotextile layer. The geotextile placed at the bottom of the trench shall extend to both flared end sections of the new crossroad pipe.

**2.0 Materials.** The High Performance Geotextile will be supplied by others, and will be provided to the contractor for use on this contract. The Geotextile will be TenCate Mirafi HP270, or a similar product. The contractor shall notify Dave Herzog, MoDOT Maintenance Superintendent, at 314-435-9430 at least two weeks before the Geotextile is first needed to coordinate delivery.

**2.1** Select granular backfill shall be provided and constructed in accordance with Sec 1010.

**2.2** For staged construction or fitting two separate pieces of geotextile together, the sections shall overlap each other at least 1 foot and be pinned as required to avoid movement when placed and compacting the Type 5 Aggregate.

**3.0 Construction Requirements.** This work shall be completed a minimum of 8 weeks prior to placement of the final resurfacing lift of the roadway. Trenching, placing geotextile, placing Type 5 aggregate, placing pipe, select granular backfill, and the road open to traffic shall be done in the same day. Temporary asphalt will be required at no direct pay if the contractor elects to place the final asphalt base at a later date in order to have the roadway open by the end of the day. The contractor shall immediately notify the engineer if unsuitable material is encountered at the bottom of the trench prior to placing the lower layer of geotextile.

**3.1** The select granular backfill shall be placed in layers of no more than 12 inches thick and compacted with a minimum of three passes with a roller or hand tamping as approved by the engineer.

**4.0 On Site Representative.** The Geotextile material supplier will provide a qualified and experienced representative on site, for a minimum of one half day, to assist the contractor and MoDOT inspectors at the start of construction with directions on the use of the geotextile system. If there is more than one crossroad pipe on a project then this criteria will apply to construction of the initial pipe replacement only. The representative will also be available on an

as needed basis, as requested by the engineer, during construction of the remaining pipe(s).

**5.0 Method of Measurement.** Payment for the installation of High Performance Geotextile will be made to the nearest square yard (yd<sup>2</sup>) of material required to completely encase the newly placed crossroad pipe culvert and select granular backfill material as shown in in the typical section drawing of the plans.

**6.0 Basis of Payment.** The accepted quantities of High Performance Geotextile will be paid for at the unit price for the pay item 624-99.05 Misc. Installing High Performance Geotextile, per SY. No direct pay will be made for securing pins or any other incidental time, equipment, materials, or labor required to construct this geotextile. No direct pay shall be made for select granular backfill, additional excavation for the lower level of Type 5 aggregate, Type 5 aggregate, pavement, or removal of the excavated material off of the right of way.

## R. Pipe Construction

**1.0 Description.** There are ten (10) locations where crossroad pipe culverts are to be removed and replaced with new Group 'A' or 'B' Pipe culverts. Locations, lengths, and sizes for these pipe culverts are listed in the contract plans. The limits of the removal of existing pipe shall include a clean, sawcut joint line across the existing pavement.

**2.0 Construction Requirements.** Group 'A' or 'B' Pipes shall be installed in accordance with Specification Section 726. All linear grading operations to establish the new outside ditches shall be completed prior to removal of the existing culverts. Once the new Group 'A' or 'B' Pipes have been placed, the ditches shall be touched-up accordingly, without any major changes in grading except as shown on the plans. The contractor shall be responsible to ensure that proper inlet and outlet flow once the new pipe has been placed.

**2.1 Road Closure Times.** Any additional locations where the installation of the Group 'A' or 'B' pipes will facilitate the full closure of the route to perform the work (aside from Pipes 3, 4, and 5 as listed in JSP C under 4.2.1) will need to be approved by the engineer, the contractor shall notify the Engineer no later than 72 hours prior to closing the roadway for pipe replacement. Closures will only be permitted to take place between the hours of 8:00 AM and 3:00 PM. Should the contractor fail to open the roadway in the allotted time, the contractor will be charged road user costs in the amount of \$500 per hour until the roadway is open to traffic.

**2.2 Temporary Surfacing.** Prior to re-opening the roadway to traffic, a suitable driving surface must be provided. If used, temporary surfacing shall be provided by the contractor at the contractor's cost. Any temporary surfacing shall be approved by the Engineer and shall consist of a suitable bituminous material. No aggregate, base rock, or cold mix asphalt material may be used. Steel plating of the roadway will not be permitted. The contractor may shift traffic after the pipe is replaced and new pavement has been approved for traffic.

**2.3 Final Surfacing.** The final driving surface shall be completed within 48 hours of completion of the pipe replacement. MoDOT will review the driving surface 60 days after completion and any settlement shall be corrected at the contractor's expense. It will be the contractor's responsibility to repair or replace any damage due to contractor removal methods. Should the contractor fail to complete the driving surface within 48 hours of completion of the pipe replacement, the contractor will be charged road user costs in the amount of \$3,200 per day until the work is fully completed. No direct payment will be made for compliance with this provision.

S. Delayed Access to Parcels Pending Acquisition

**1.0 Description.** Acquisition is pending for the parcels listed below on the project. The contractor shall not be permitted to begin work within any designated Permanent Easement on any of these parcels until the Right of Way acquisition has been completed. An anticipated date of possession has been provided for each parcel to assist with scheduling purposes.

**2.0 Construction Requirements.** The contractor shall verify with the engineer prior to beginning work on any of the parcels listed in this provision. The contractor will not be permitted access to work on any of these parcels until notification has been given by the engineer that the parcel has been cleared from this list.

**3.0 Parcels.** The following is the list of the parcels where acquisition is pending.

- Parcel 1, anticipated possession March 10, 2025
- Parcel 2, anticipated possession March 10, 2025
- Parcel 3, anticipated possession March 10, 2025
- Parcel 4, anticipated possession March 10, 2025